

2023-25

COLLECTIVE BARGAINING AGREEMENT

Between

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 925**

And

EVERETT SCHOOL DISTRICT NO. 2

Effective:

September 1, 2023 through August 31, 2025

COLLECTIVE BARGAINING AGREEMENT
Between the
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
And the
EVERETT SCHOOL DISTRICT NO. 2

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**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND
EVERETT SCHOOL DISTRICT NO. 2**

PREAMBLE

This Agreement is made and entered into between Everett School District No. 2 (hereinafter "District") and the Service Employees International Union, Local 925 (hereinafter "Union").

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

ARTICLE I – RECOGNITION

Section 1.1 – Exclusive Representative

The District hereby recognizes the Union as the exclusive representative of all non-supervisory information systems technicians, custodian, grounds and food service employees of the Everett School District, excluding elected officials, board and commission members, confidential employees, supervisors and certified employees.

Section 1.2 – Exclusions

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2). It is further agreed that student workers and casual employees are excluded from the bargaining unit.

ARTICLE II – DEFINITIONS

Section 2.1 – Employees

The term "employee" shall refer to those regularly employed individuals represented by the Union in the bargaining unit as set forth in the Recognition Clause, except as otherwise indicated.

The term "substitute employee" shall refer to those persons employed to replace employees who are absent from their regular assignment. A substitute employee shall not fill a posted head custodian position for more than five work days, unless no qualified regular custodial employee agrees to fill the position.

The term "temporary employee" shall refer to the following:

- a. Those persons employed as custodial, grounds or food services employees to cover workload fluctuations, emergency situations, or special projects on an as-needed basis for a period not to exceed six (6) months; and
- b. Those persons employed as information systems technician employees to cover workload fluctuations, emergency situations, or special projects on an as-needed basis for a period not to exceed one hundred thirty (130) work days per year or longer if mutually-agreed by the District and the Union.

A temporary employee shall not fill a vacant position for longer than sixty (60) days.
The term "full-time employee" shall refer to those regular employees with assignments of forty (40) hours per week for twelve (12) months per year.

The term "part-time employee" shall refer to those regular employees with assignments less than a full-time employee.

The term "casual employee" shall refer to those employees employed for less than thirty (30) days of work within a twelve (12) consecutive month period.

The term "summer help" or "summer worker" shall refer to those employees hired to perform the duties identified in Section 13.8.

The term "classification" shall refer to a position with a specific and unique job description and job title.

The term "position" shall refer to a classification with a specific number of annual work days.

The term "assignment" shall refer to the site(s) where an employee performs his or her work.

Section 2.2 – Other Terms

Terms used in this Agreement shall be given their ordinary and common-day meaning unless otherwise specifically defined.

The term "workday" shall mean a day that District offices are open for business.

The term "day," if not otherwise defined, shall mean calendar day.

ARTICLE III – MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the District retains all the rights and functions of management that it has by law, the exercise of which shall not be subject to arbitration. Further, the Board retains the right to delegate such management rights to management personnel, but only to the extent allowed by law or regulations. The Board acts by and through its administrative and supervisory staff.

Without limiting the generality of the above statement, these rights include:

- a. Direction, assignment and management of working forces, including the right to hire, suspend, discipline and discharge for just cause, transfer, relieve employees from duty because of lack of work.
- b. The determination of the management organization and the selection of employees for promotion to supervisory and other managerial positions.
- c. The maintenance, control and use of District property.
- d. All discipline and discharges for just cause of disciplinary action of employees shall be the

exclusive prerogative of management subject to conditions contained in this Agreement and provided this Section shall not be used for the purpose of discriminating against employees because of Union activity.

- e. To make necessary policies, rules and regulations not inconsistent with this Agreement.
- f. To determine the means, methods, equipment and technical standards for accomplishing the work of the District.

The District agrees to use fair and reasonable judgment in the application of this Article.

ARTICLE IV – RIGHTS OF THE UNION

Section 4.1 – Bargaining Unit information

On a monthly basis, the District shall provide the Union an electronic spreadsheet listing each employee covered by this agreement. This list shall include: Employee identification number, full name, position, location, home address, personal phone number, FTE, dues amount, gross pay for the period, hire date, and if applicable, separation date. The names of new employees will be provided to the Chapter President and the Union within fifteen (15) days of their hire date.

Section 4.2 – Dues Deduction

The District shall deduct Union dues or representation fees from the pay of any employee who authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Union on a monthly basis. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off procedure.

Section 4.3 – Union Membership

The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Union. The District will provide the Union with reasonable notice of new employee orientation date and time. No employee may be mandated to attend the meetings or presentations by the Union. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Union.

The Union and the District remains committed to obligations under collective bargaining laws, including Chapter 41.56. These commitments include recognition that it would be an unfair labor practice "to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter" or "to control, dominate, or interfere with a bargaining representative." RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors the importance of these obligations.

Section 4.4 – Hold Harmless

The Union will indemnify, defend, and hold the District harmless against any claims made, and

any suit instituted against the District on account of any check off of Union dues (Section 4.2), or the Union's use of District resources as described in this article (Section 4.8).

Section 4.5 – Attendance at Union Meetings

Graveyard and swing shift custodians shall be allowed to leave their buildings to attend Union meetings, provided the work is completed and the time absent is made up.

Section 4.6 – Political Action Committee

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. Section 4.4 of the Collective Bargaining Agreement shall apply to these deductions.

Section 4.7 – Labor/Management Meetings

Upon the request of either party, representatives of District management and Union leadership shall meet throughout the year to discuss specific issues of mutual concern.

Section 4.8 – Use of District Resources

The Union will be allowed to use in-District mail service, employee mailboxes, and electronic mail for the dissemination of announcements and information to the employees of the District. Union correspondence shall include the Union's official title and indicate the Union representative issuing the correspondence. A copy of non-electronic materials distributed generally to all members in the District or all members at a building pursuant to this provision will be provided to the Superintendent or his/her designee, and the principal of the building where such materials are distributed. A Union official shall be responsible for placing such notices in the mailboxes and/or distributing notices through electronic mail.

The Union acknowledges that the equipment and facilities identified in this section are public resources that may be monitored and that Union use of this equipment and facilities does not create an expectation of privacy for such use. No Union use of District facilities or equipment will interfere with the operation of the District's business or cause additional expense to the District.

Union members shall not use the public resources identified in this section for personal purposes beyond what is usual and customary for employees of the District under District policy and procedure (matters which do not relate to official Union or District business). The Union agrees to comply with any other limits placed on the District's use of the resources identified in this section by the District's provider or by legal authorities, provided any such modification or change will be presented in Labor Management discussion and the Union has the opportunity to provide input or negotiate a modification to this Agreement prior to implementation.

ARTICLE V – WORKING CONDITIONS

Section 5.1 – Workweek and Workday

A standard full-time workweek shall consist of forty (40) hours Monday through Friday, provided that the District reserves the right to employ employees for the number of hours, days and weeks that it determines to be appropriate. A standard workday for full-time employees shall consist of eight (8) hours, exclusive of an unpaid thirty (30) minute duty-free lunch period unless the employee has agreed at the request of the District to work four (4), ten (10) hour days.

For information systems technician employees, schedule changes within the hours of 6:30 AM to 5:00 PM shall require five (5) workdays notice. Schedule changes outside of a Monday through Friday work week, or outside the hours of 6:30 AM to 5:00 PM shall require thirty (30) calendar days advance notice to the affected employee(s). Such alternative schedules (non-Monday through Fridays schedules or work schedules outside 6:30-5:00) shall be offered first to volunteers within the classification, and if there are no volunteers, then shall be assigned by reverse seniority.

Section 5.1.1 Inclement Weather Shifts

The Union and District agree to the following process and compensation structure regarding Grounds employees working outside of their regularly assigned working hours to attend to inclement weather events at schools and District facilities:

- a. At the beginning of each school year, all Grounds employees will be offered the opportunity to sign-up on the inclement weather shift list. Employees referenced in Clause No. 5 will be offered the opportunity to sign-up for the “backup inclement weather list.” Grounds employees on the list will be committing to attend inclement weather events when notified by the District. The District will not send “group texts” to employees on the inclement weather shift list. Employees who agree to be on the inclement weather shift list will provide their preferred method(s) of communication, including:
 - i. Phone number preference (Personal or District phone number)
 - ii. Phone calls or text messages
- b. Employees on the list will receive the following:
 - i. For each inclement weather day that notice is given, as described below, available employees will receive a minimum two (2) hours inclement weather pay, which shall be double (2x) the employee’s regular pay. Available employees will be guaranteed at least two (2) hours’ additional work after notice is acknowledged.
- c. No later than the day before inclement weather is forecast, the District will notify all Grounds employees on the list using each employee’s preferred contact method(s) before 2 p.m.
 - i. Employees will respond acknowledging receipt of the notice by 4 p.m. Employees who do not timely respond will be considered unavailable for that shift unless waived by the District.

- ii. All employee time spent responding to calls and texts from the District outside of their regular work shift should be recorded and submitted for pay, at a minimum of fifteen (15) minutes.
- d. Employees will return to their regular wage at the start of their regularly assigned shift. EXAMPLE: If a member's regularly assigned shift starts at 7 a.m., and their inclement weather shift starts at 5 a.m., the member will earn double (2x) their regular wage from 5-7 a.m. and return to earning their appropriate wage (regular or overtime) beginning at 7 a.m.
- e. Within twenty-four (24) hours of the inclement weather event, if the District has confirmed that not enough Grounds employees have committed to attend the inclement weather event, or should an employee notify the District of their unavailability, the District will first attempt to assign the unfilled work outside of the Grounds classification (subject to training and employee availability) using the following linear progression:
 - i. Warehouse/Custodial
 - ii. Other employees within SEIU
 - iii. Trades
 - iv. Subcontractors using the procedures outlined in Section 5.15
- f. Communication for Inclement Weather Shifts on Non-Work Days
 - i. The District will contact Grounds employees via the employee's preferred contact method on the inclement weather list in seniority order for inclement weather shifts on non-work days.
 - ii. The District will contact employees between the hours of 7 a.m. - 5 p.m.
 - iii. All time spent responding to calls and texts from the District outside of their regular work shift should be recorded and submitted for pay, at a minimum of fifteen (15) minutes.

Section 5.2 – Overtime

All authorized hours worked over forty (40) per week or eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times the employee's base pay. Employees will not be required to take time off in lieu of pay for time worked. All time worked on Saturdays shall be paid at time and one-half the employee's regular rate of pay. All time worked on Sundays shall be paid at double the employee's regular rate of pay.

Section 5.2.1 – Flex Time

Upon mutual agreement between an employee and their direct supervisor, an employee's work hours can be flexed in a way that does not change the employee's regularly scheduled work hours for the week. Flex time shall be computed at the rate of one (1) to one (1) time worked. Flex time must be used within one (1) work week in which it was earned.

Section 5.2.2 Comp time

Unless collectively bargained to amend this agreement, "comp time" will not be offered or given to employees covered under this agreement.

Section 5.3 – Lunch and Rest Periods

State laws and regulations will be followed regarding lunch and rest periods.

Section 5.4 – Probationary Period

Each new employee shall be subject to a ninety (90) workday probationary period commencing with his/her first (1st) compensated day of employment in the bargaining unit. During this period, such employees shall be considered on trial subject to termination at any time at the sole discretion of the District. An employee who has successfully completed the probationary period and has been elected by the Board will be placed on regular employee status.

Section 5.5 – Seniority

Seniority shall be defined as the length of continuous service in a job classification within the bargaining unit. The seniority of each employee shall be established as of the employee's first compensated day of employment as a regular employee in a specific job classification.

An employee, who transfers, promotes, or otherwise moves from one job classification to another in the bargaining unit shall continue to accrue seniority in the classification from which he/she transferred, promoted or moved. Employees in a head custodian or kitchen manager position accrue seniority in lower head custodian or kitchen manager classifications, respectively (i.e., a senior high head custodian will accrue seniority in the middle school and elementary school head custodian classifications). If two or more employees have the same seniority, the order of seniority shall be determined by lot in the presence of a representative of the Union.

Section 5.6 – Loss of Seniority

An employee's seniority shall be broken so that no prior period of employment shall be counted and his/her seniority shall cease upon: justifiable discharge; voluntary termination; layoff or unpaid leave of absence exceeding twelve (12) months; or failure of an employee to return to work upon recall from layoff.

Section 5.7 – Call-Back Pay

A minimum of two (2) hours pay will be paid any employee who is called back to work. This pay shall be at the regular rate of pay except in overtime situations, in which case the overtime rate would apply. Call-back pay shall not apply to extensions of the regular workday.

Section 5.8 – Higher Job Classification

Any employee assigned the duties within a higher classification within the school district shall receive the higher rate of pay effective the first day.

Section 5.8.1 – Lead Landscaper/Grounds Fill-in

When the employee in the position of Lead Landscaper/Grounds is absent for five (5) or more consecutive working days, the district will assign a "Fill-in" Lead Landscaper/Grounds by the process of soliciting volunteers based on seniority order. The "Fill-in" shall assume the duties of the Lead and will receive the Lead Landscaper/Grounds rate of pay for the duration of their time

acting as the “Fill-in.”

Section 5.9 – Posting and Announcement of Vacancies

Vacancies in bargaining unit positions will be opened first to voluntary transfers pursuant to the process in Section 5.11.1, and if not filled by voluntary transfer, will be opened and filled pursuant to the process in Section 5.10.1. Opportunities for voluntary transfer will be e-mailed to all employees in the same or higher classification within the department/division (regardless of FTE) at least three (3) workdays prior to consideration. Vacancies to be filled pursuant to Section 5.10.1 will be announced for a minimum of five (5) workdays prior to filling such openings. Such announcements will be available to all employees on the District web site, and e-mailed to the bargaining unit president. Postings within the relevant department shall be e-mailed to Kitchen Managers and Head Custodians.

Section 5.10 – Filling Position Openings

The purpose of this Section 5.10 is to fill vacant positions with the best qualified candidate in a manner that is objective, simple and efficient.

Section 5.10.1 – Application and Selection

Any employee, including a substitute employee, who wants to be considered for a position opening shall submit an application to the Human Resources Department pursuant to the requirements and timelines contained in the position announcement. Any regular employee whose most recent evaluation is satisfactory will be offered an interview for any posted position within the same department/division for which the employee meets the minimum qualifications. If two or more candidates apply for a vacant position, and are substantially equal based on ability, skills, experience and performance, then the most senior of those candidates shall be awarded the position. Disciplinary actions more than five (5) years old without subsequent repeated instances of similar misconduct shall not disqualify an employee for selection, unless the misconduct involves students generally, or employees assigned at the site of the new position. For the purposes of this section only, substitute employees shall be considered to have seniority amongst themselves and over external applicants based on the substitute employee’s board approval date.

Section 5.10.2 – Interview Teams

All interview teams for regular positions shall include at least one bargaining unit member. Interview teams for regular positions in the custodial department/division shall include at least two bargaining unit members, one of whom is selected by the bargaining unit president.

Section 5.10.3 – Trial Service Period

A current employee who is selected to fill a posted position must demonstrate a satisfactory level of performance within the first thirty (30) workdays. If the employee is unable to demonstrate satisfactory performance based on a written performance evaluation, or if the employee informs the District that he or she wishes to return to the formerly held position, the District will consult with the Union with the goal to reassign the employee to a position equal to that previously held within the bargaining unit without prejudice.

Section 5.10.4 – Seniority Bypass

Any employee applying for a position opening who is passed over in seniority shall be given a

written explanation of the bypass upon request. The request must be submitted within five (5) workdays after the employee was notified that he or she was not selected, and the written explanation shall be provided within five (5) workdays of the request. Any employee applying for a position may request a meeting with District personnel to identify and discuss the reasons that person was not selected. The sole purpose of such meeting would be to give the employee feedback on areas of strength and areas needing improvement to enhance the potential for selection in the future.

Section 5.11 – Transfer

Employees may request a voluntary transfer by submitting a written request to the District indicating the reason for such request and the location to which the transfer request is made. When transferring employees voluntarily, the District will first consider voluntary requests from those employees who experienced a reduction in hours within the previous year or who were involuntarily transferred within the previous year due to coverage and not performance or misconduct. If two or more employees volunteer for a transfer, and are substantially equal based on ability, skills, experience and performance, then seniority shall be used as a tie-breaker.

Section 5.11.1 Voluntary Transfer

An employee voluntarily transferring or accepting a position within the District may not transfer without District approval to another position in the same classification within one (1) year from the date of starting the position. However, the one (1) year limitation shall not apply to any employee requesting transfer to a similar position with .5 or more hours greater than the employee's current position, or to employees requesting transfer to a promotional opportunity. Employees who are in the same or a higher classification within the same department/division (regardless of the employee's FTE) may request a voluntary transfer by submitting a written or e-mail request to the District indicating the employee's interest in the vacancy. If two or more employees volunteer for a transfer, and are substantially equal based on ability, skills, experience and performance, then the most senior of those employees shall be awarded the position. Disciplinary actions more than five (5) years old without subsequent repeated instances of similar misconduct shall not disqualify an employee for transfer, unless the misconduct involves students generally, or employees assigned at the site of the new position. Any employee who is bypassed in seniority for a voluntary transfer shall have the same rights identified in Section 5.10.4.

Section 5.11.2 Involuntary Transfer

The parties recognize that involuntary transfers are disruptive to a school and an employee's work life, and are only used in rare circumstances. The parties also recognize that involuntary transfers are a useful tool for resolving many workplace issues. If all relevant circumstances in a particular situation are equal, the District will first look to use vacancies for placing involuntarily transferred employees. If there are no vacancies, the District will ask for volunteers. If there are no volunteers, the District will use reverse seniority to determine who will be involuntarily transferred within a classification. Any employee subject to involuntary transfer will receive at least two weeks' notice and will be provided an explanation of the change in assignment upon request. The Union shall receive copies of all transfer notices at the same time as the employee. Upon the Union's request, the District and Union will meet to discuss the reasons for the involuntary transfers, their impact on bargaining unit members and possible alternatives to involuntary transfer.

Section 5.12 – Compliance with Nondiscrimination Statutes

The District and Union agree to comply with applicable federal and state laws and regulations concerning affirmative action and equal employment opportunity.

Section 5.13 – Review of Staffing/Work Load

Employees have a right to be assigned a workload that can be performed within their assigned work hours. The Employer has the responsibility to ensure that employees are assigned workloads that can be accomplished within the employees' work hours. Employees have a responsibility to inform their supervisors when, on a continuing basis, they are unable to complete their assigned tasks within required timeframes. When workload exceeds the number of hours available to perform work, the Employer will set specific priorities for the employees.

Section 5.14 – Attendance at Meetings

The District will schedule all meetings where employee attendance is required on District time.

Section 5.15 – Subcontracting

Except as has been done historically by the District, and except as otherwise provided in Section 5.15.1, the District and the Union agree that during the life of this Agreement there shall be no subcontracting of any work covered by the scope of this Agreement.

Section 5.15.1 – Right of First Refusal

The District will contact the Union before subcontracting work covered under this agreement, with the Union retaining the right of first refusal. Subcontracting engagements entered by the District will be for a set time and for specific work, which will be presented to the Union for consideration as part of its exercise of the right of first refusal. The number of sub-contracted personnel should be only those personnel required to perform the specific work presented in the right of first refusal.

Section 5.16 – Assignment of Food Service Hours

The District agrees to consult the Union prior to implementing a system-wide change in the process of allocating hours of work within the food services program. The District also agrees to annually consult with each kitchen manager for the purpose of determining the allocation and utilization of food service hours at that location.

Section 5.17 – Work Jurisdiction

The Union may raise a concern over work jurisdiction with the District. If the concern is not resolved informally, the District will meet with the Union within ten (10) working days upon the written request of the Union to discuss such a concern.

Section 5.18 – Communication Devices

All employees are required to use communication devices that are provided by the District and to use such devices in accordance with supervisor directives. These devices may include, but are not limited to, cell phones, two-way radios, email communications, and computer support programs, applications, and resources.

Section 5.19 – Use of School Facilities

The District shall provide written expectations to all groups who use school facilities outside school

hours as to the cleanliness or conditions under which the facilities shall be left. Custodians immediately shall report supplemental cleaning duties caused by the use of school facilities outside school hours to the building administrator, custodial supervisor or the District's Community Services office. The custodial supervisor will authorize additional work hours, overtime, additional custodial services, or revisions to cleaning schedules to accommodate the supplemental duties. The head custodians will communicate revisions in cleaning schedules and the reasons for these changes to the building administrator.

Section 5.20 – Student Workers

The parties agree that the District may need to change the number of days, hours or number of employees within the bargaining unit based on the fiscal constraints or opportunities available to the District at any one time. The parties also agree that the District is an educational institution in which student workers are employed to provide work experience or training in information technology, and the size of the student worker program may fluctuate over time depending on the needs of the educational program. The parties further agree that the work performed by the members of this bargaining unit occasionally overlaps with employees in other bargaining units. With these understandings as background, the District shall not terminate or reduce the hours of the members of this bargaining unit for the purpose of assigning those hours to student workers, or other non-Information Technology department staff.

Section 5.21 – Job Sharing

The District will consider job sharing proposals on a case-by-case basis.

Section 5.22 – IT (Information Technology) Annual Work Days

For Information Systems Technicians, prior to the last working day of each school year, the District shall inform non-year round employees of the number of working days the District presently projects to offer employees for the following school year. This notice shall not prevent the District from changing the number of work days for Information Systems Technicians under the provisions of Section 5.1. If the District decides to increase the number of annual work days for some but not all of the positions within the same classification, the District shall offer the positions under the provisions of Sections 5.10 and 5.11. If no bargaining unit employee applies for the position, and all the factors in Section 5.11 are substantially equal, reverse seniority will be used to determine who is assigned the increase in days.

Section 5.23 – Dress Codes and Standards

The parties agree to discuss or develop appropriate dress code standards for any subgroup of employees covered by this Agreement through the labor-management committee upon the request of either party. Such discussions may include clothing allowances or uniforms, as appropriate.

Section 5.24 - Clothing Allowance

Grounds, custodial, warehouse and food service employees may submit for reimbursement of up to \$200 per year for purchase of District-approved closed toe non-slip safety shoes and safety shoe repair. Staff are required to wear appropriate footwear.

Employees must provide an itemized receipt that includes sales tax and proof of payment when submitting claims through the District's reimbursement process.

The supervisor and Union representatives on the Labor Management committee shall collaborate on the development of safe and appropriate work clothing and footwear.

Section 5.24.1 – Rain Gear for Grounds Employees

The District shall regularly provide employees working in Grounds mutually agreed upon rain gear starting in the first year of their employment. Items considered “rain gear” include:

- Rain coats
- Bibs
- Rain pants
- Rain boots
- Other protective gear necessary to safely work in rainy conditions

Section 5.25 – Evaluations by Bargaining Unit Members

Bargaining unit members shall not solely evaluate other bargaining unit members, except as input to supervisors who are responsible for evaluation of staff.

Section 5.26 – Professional Development Committee

The Union shall designate an annual representative from each of Grounds, Custodial, Nutrition Services, and Information Systems to participate on the District’s Professional Development Committee.

Section 5.27 - Personnel File

There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District Human Resources Office. Each employee shall have the right, upon request, to review the contents of his/her official personnel file during District business hours. The review shall be made in the presence of the administrator or his/her designee responsible for the safekeeping of these files. A copy of formal District generated written material addressed to the employee concerning discipline or the final annual evaluation will be furnished to the employee prior to or at the time it is to be placed in the employee’s office personnel file.

After three (3) years, at the written request of the employee to Human Resources, any reprimand(s) may be removed from the District personnel file provided that no subsequent reprimand(s) has been issued to the employee during that period. Removal of reprimands upon request shall ordinarily be granted and shall not be unreasonably denied.

Disciplinary notice involving one (1) or more of the following shall not be removed from an employee’s personnel file:

- Sexual abuse or sexual harassment of students or other persons
- Sexual contact with students
- Violence or physical abuse directed at students or other persons
- Racial, ethnic or sexual slurs
- Improper off-duty conduct involving a minor
- Theft

- Gross Insubordination
- Being under the influence of alcohol or drugs at work

Section 5.28 – Disciplinary Action

The District shall have the right to discipline or discharge an employee for just cause. The District is committed to a policy of progressive discipline. Such discipline may include, but is not limited to:

- a. Verbal Warning (documented in writing)
- b. Letter of Reprimand
- c. Suspension without Pay
- d. Termination

Any disciplinary action shall be appropriate to the behavior which precipitates such action, and employees must be notified of their violation of a district rule or policy within ten (10) working days of when the violation is discovered or reasonably should have been discovered. This notification timeline may be held in abeyance until the conclusion of the District's investigation into the subject behavior or violation. Progressive discipline shall be documented prior to discharge, except in cases of misconduct warranting a higher level of discipline.

Section 5.29 – Split Assignments

Employees regularly assigned to a specific job site who are directed to work at multiple job sites during the same day, will be paid time-and-one-quarter (1.25x the employees' regular wage) for time away from their regular assigned job site, provided the following conditions are met.

- Time spent away from their regular assigned job site is equal to or greater than two (2) hours (including employee travel time between job sites)
- The employee's regular duties were not equivalently modified by their supervisor to permit timely completion of the employee's regular duties.

Supervisors shall keep a record of employees who complete a split assignment.

ARTICLE VI – CHANGE IN EMPLOYMENT STATUS

Section 6.1 – Voluntary Termination

Each employee shall give the District at least two (2) weeks' notice of his/her intention to terminate employment with the District. Employees who fail to give the District at least two (2) weeks' advance notice of his/her last day of actual work shall forfeit up to ten (10) days of unused vacation.

Section 6.2 – Layoff Procedures

Employees shall be selected for layoff by reverse seniority within the affected classification. An employee removed from a job classification due to insufficient seniority may exercise his/her

seniority in lateral or lower classifications where he/she has previously established seniority. All probationary and temporary employees within the classification affected shall be laid off before any employees with seniority status in the classification are affected. Employees who are laid off shall be placed in an employment pool for one (1) year.

Section 6.3 – Recall From Layoff

The District will fill positions from the employment pool by seniority, provided however, when the pool does not contain employees with seniority in the appropriate classification given the open position, the District may hire from outside the pool pursuant to Section 5.11. Positions will be filled from the employment pool as follows:

- a. Each individual in the employment pool will be considered for the assignment in any classification for which he/she has seniority.
- b. The most senior employee for the specific opening will be assigned.
- c. An employee cannot be assigned to a higher classification than that which he/she held at the time of layoff.
- d. If an employee is assigned to a position in a lower classification than that which he/she held at the time of layoff, he/she shall nevertheless remain in the employment pool until such time as he/she is given an assignment in his/her original classification or his/her recall rights expire.

Section 6.4 – Obligations of Laid-Off Employees

Employees on layoff status shall file their addresses in writing with the Human Resources Department and shall thereafter promptly advise the District in writing of any change of address. An employee who does not comply with these requirements, or who does not accept an offer of reemployment within five (5) calendar days shall be removed from the employment pool.

Section 6.5 – Alternatives to Layoff

The Union shall be entitled to advance to the District alternative personnel cost saving mechanisms in lieu of layoffs, upon notification of planned economic layoffs.

ARTICLE VII – HOLIDAYS

Section 7.1 – Holidays

All full time employees will be granted the following paid holidays:

1. New Year's Eve Day	8. Veterans Day
2. New Year's Day	9. Thanksgiving Day
3. Martin Luther King Day	10. Day after Thanksgiving
4. Presidents Day	11. Day before Christmas
5. Memorial Day	12. Christmas Day
6. Independence Day	13. Day after Christmas
7. Labor Day	

Time off begins at the close of the workday preceding the holiday and up to the starting time of the workday following the holiday. If a holiday falls on Saturday or Sunday and is not observed on the workday previous to or the following workday the employee shall be granted an additional day of paid vacation.

Should any other Everett School District bargaining unit receive fourteen (14) paid holidays, or should Juneteenth become a state-funded holiday, all regular employees will be granted Juneteenth as a paid holiday.

Section 7.2 – Prorata Holiday Pay

Employees assigned less than full time shall be granted those holidays that fall within their work year, prorated as to hours worked.

Section 7.3 – Holiday Pay Granted for Extended Work Year

An employee assigned less than full time whose employment is extended during the summer months shall also be entitled to holiday pay for those holidays that fall within their extended work year. Employees must be present their regularly scheduled day before and after the holiday to receive holiday pay unless absence is due to bonafide illness.

Food and Nutrition employees who work the District-designated August training day will be entitled to Labor Day as a holiday.

Section 7.4 – Worked Holidays

Work performed on holidays shall be paid at double the employee’s regular rate of pay plus the employee’s regular pay for holidays.

ARTICLE VIII – VACATIONS

Section 8.1 – Vacations

All full time employees will receive paid vacation for each year of continuous service as shown on the table below. Employees assigned less than full time shall receive prorated vacation.

1 through 2 years	12 days
3 through 4 years	15 days
5 through 8 years	18 days
9 through 12 years	21 days
13 or more years	25 days

Section 8.2 – Vacation Anniversary Date

The anniversary date for establishing vacation credits shall be July 1st. Employees hired during the period of July 1st through December 31st shall begin their second (2nd) year of service for vacation credit purposes on the July 1st immediately following their initial day of compensated service. Employees who have worked less than one (1) year, as of the July 1st anniversary date, shall receive prorated vacation credit at the rate of five-sixths (5/6) of a day for each month of

service from their initial date of employment through June 30th.

Section 8.3 – Vacation Scheduling

Vacations may be scheduled upon administrative approval. Such requests must be submitted to the supervisor at least two (2) weeks in advance. Upon request, the administrator may make an exception to this requirement for special circumstances. For requests during summer vacation, preference will be given to requests submitted prior to May 15. Except in limited circumstances, at the discretion of the direct supervisor, vacation shall not be granted during the one (1) week before and the one (1) week of the start of the school year, the last five days of the school year, nor shall vacation ordinarily be granted during a new employee’s probationary period.

Section 8.4 – Payment for Accrued Vacation

When an employee quits on his/her own accord or is terminated after he/she has been employed for one (1) year or more of continuous service, the employee is entitled to payment for accrued vacation, not to exceed two hundred forty (240) hours in his or her final two years of employment.

Section 8.5 – Vacation Accrual

Vacation hours shall be advanced in the September pay warrant. As of August 31, an employee may carryover a maximum of forty (40) days unused vacation into the following school year. This leave bank is in addition to the annual leave entitlement. Employees who leave the employ of the District shall reimburse the District for all days used but not earned and unused days will be prorated.

Section 8.6 – Vacation at Retirement

At retirement, an employee may request to work his/her final twelve (12) months employment without vacation in order to be eligible for pay in lieu of vacation. The maximum pay in lieu of vacation is thirty (30) days.

Section 8.7 – Part-Time Employees

Less than full-time employees shall receive vacation pay based on the following formula: total compensated hours (including holidays) divided by 2080, and then multiplied by the appropriate number of days in Section 8.1.

ARTICLE IX — LEAVES

Section 9.1 – Illness, Injury & Emergency Leave

For all leaves authorized under this Article, with exception of personal leave under Section 9.7 and for leaves of absence, discussed separately, employees shall make a reasonable effort to provide advance notice for any leave requests to assist their colleagues and the District with identifying suitable leave replacement coverage. Upon leave approval, employees shall record their leave in the designated reporting system.

Each full-time employee shall be entitled to a maximum of twelve (12) days of compensated leave each year to be used for illness, injury and emergencies. Less than full-time employees shall be entitled to prorated leave. Sick leave shall be advanced in the September pay warrant.

Employees who leave the employ of the District shall reimburse the District for all days used but not earned.

Section 9.2 – Use of Leave for Illness or Injury

Employees shall be allowed leave for illness or injury up to the amount of their accumulated leave days under one of the following conditions:

- a. During an illness or injury which has incapacitated the employee from performing his/her duties.
- b. During the infectious period following the exposure of an employee to a contagious disease during which his/her attendance on duty would jeopardize the health of fellow employees or the public.
- c. For the purpose of necessary medical or dental appointments or, when such appointments have been arranged in advance with the employee's supervisor.
- d. To care for a child of the employee (as defined in law), with a health condition that requires treatment or supervision.
- e. To care for a spouse, domestic partner, sibling, parent, parent-in-law, grandparent, or parent of a domestic partner with a serious health condition or emergency condition.

Any employee absent five (5) or more consecutive workdays due to the conditions set forth above may be required to present a doctor's certificate.

The District reserves the right to require the employee to have a physical examination by a District-appointed physician, in consultation with the employee's physician, to determine the physical condition of an employee. The cost of such examination shall be borne by the District.

Employees must report illness or injury leaves in accordance with current District procedures.

Section 9.3 – Use of Leave for an Emergency

Up to three (3) days of accumulated illness, injury and emergency leave may be used each year for emergencies subject to the following conditions:

- a. The problem must have been suddenly precipitated and must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the absence.
- b. An employee may use up to two (2) days each year of emergency leave to attend the funeral of a close friend or relative not covered under Section 9.6 – Bereavement Leave.
- c. The problem cannot be one of minor importance or mere convenience, but must be serious.
- d. Weather conditions for local travel to and from school will not be considered as a valid reason for emergency leave.
- e. Emergency leaves will not be granted for reasons connected with other leave provisions contained in this Agreement.

Section 9.4 – Accumulated Leave

Unused illness, injury, and emergency leave will accumulate from year to year in accordance with state law.

Section 9.5 – Coordination With Industrial Insurance

Employees suffering from illness or injury compensable under the District's self-insured industrial insurance shall be allowed to use illness, injury, or emergency leave to the amount of their accumulated days, less any industrial insurance payment for which they are eligible. Illness, injury, or emergency leave charged to the employee shall be proportionate to that portion of the employee's salary paid by the leave. The combined insurance and leave payments shall not total more than the employee's usual base pay. Any overpayments shall be returned to the District by the employee on a schedule mutually agreeable to the employee and the District, provided that repayment is completed within the same budget year unless specifically waived by the District.

Section 9.6 – Bereavement Leave

A maximum of five (5) days paid bereavement leave will be allowed for each death of the following members of an employee's immediate family or the immediate family of his or her spouse: spouse, domestic partner, child, parent, sibling, aunt, uncle, grandparent, grandchild, or any of these family members related to the employee in a step- or in-law relationship, or any other family member residing in the employee's household. Concurrent deaths shall not be treated as an individual death. Such leave is noncumulative. The District retains the right to require documentation relative to the use of this leave.

Section 9.7 – Personal Leave

Each 260-day employee is entitled to two (2) days paid leave for personal reasons and each school-year employee shall be entitled to three (3) days paid leave for personal reasons. The employee's supervisor may decline the use of this leave to extend a holiday or vacation. The employee's supervisor may decline the request if more than one employee within the same department/division requests the same day. The employee must request the leave at least two (2) working days in advance.

Up to one (1) unused personal leave day may be automatically rolled over to the following school year, allowing 260-day employees to have a maximum of three (3) days of paid leave, and school-year employees to have a maximum of four (4) days of paid leave.

Section 9.8 – Jury Duty or Subpoena

Leave with pay shall be granted for jury duty. Employees shall notify the District when notification to serve on jury duty is received. Upon request, the employee may secure support from the District office in seeking relief from jury duty when it interferes with obligations to their District assignment.

An employee who is subpoenaed as a witness in a legal proceeding shall be granted leave with pay, but with witness fees, if any, remitted to the District; provided that if said employee is subpoenaed in a case brought or supported by the Union or as a witness with a direct or indirect interest in the proceedings, leave shall be granted without pay. In no event shall the District grant an employee more than two (2) days of paid leave for any separate legal proceeding.

Section 9.9 – Leave of Absence

The District may grant employees a leave of absence for such reasons as: (a) compelling personal matters; (b) education; (c) disability; and (d) childcare. Requests for a leave of absence must be presented in writing to the Human Resources Department. Upon recommendation of his/her supervisor and approval of the Superintendent or his/her designee, an employee may receive a leave for a specified period not to exceed twelve (12) months. Such leave requests will be considered on a case-by-case basis and whether such requests are granted shall be at the sole discretion of the Superintendent or his/her designee.

Upon return from leave, an employee may be assigned to a position comparable to that which he/she held at the time his/her request for the leave of absence was approved.

Section 9.10 – Industrial Injury Leave

During such period as an employee is absent due to an on-the job injury, all benefits provided for all employees shall be continued by the District so long as the employee is deriving pay from illness or injury leave or vacation from the District.

Section 9.11 – Military Leave

The District will comply with all current federal and state laws regarding military leave.

Section 9.12 – Union Leave

Upon written request of the Union, the District may grant an employee a leave of absence for the purpose of conducting Union business. Requests for Union leave shall be made ten (10) days in advance. Such leave is subject to the approval of the Superintendent or his/her designee. Such leave shall not exceed five (5) consecutive days in any year for any employee and the total amount of time for the bargaining unit shall be limited to eighty (80) hours per year.

Such leave will be with pay and benefits. The Union shall reimburse the District at the substitute pay rate for each Union leave day utilized. Reimbursement shall be paid within 30 calendar days of being invoiced.

ARTICLE X – INSURANCE BENEFITS

Section 10.1 –

The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

Section 10.5 – Industrial Insurance

The District shall make required contribution for State Industrial Insurance on behalf of the employees.

ARTICLE XI – STRIKES OR LOCKOUTS

Section 11.1 – No-Strike Pledge

The Union and employees agree not to cause or engage in any strike, slowdown, sickout, or other work stoppage during the term of this Agreement. Employees who engage in any of the foregoing actions shall be subject to such disciplinary action as may be determined by the District. Further, the Union will not directly or indirectly authorize, encourage, or approve any refusal on the part of employees to proceed to the location of their normal work assignment.

Section 11.2 – Lockout

The District agrees there will be no lockout of employees during the term of this Agreement.

Section 11.3 – Exclusion from Grievance Procedure

This Article shall not be subject to the grievance procedure of this Agreement. The District or the Union have the right to submit such claim to the courts.

ARTICLE XII – GRIEVANCE PROCEDURE

Section 12.1 – Purpose

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of employee grievances.

Section 12.2 – Definitions

The "grievance" is a dispute or disagreement involving the interpretation or application of the express terms of this Agreement.

"Days" as used in this procedure shall mean calendar days.

"Grievant" shall mean either an individual employee, a group of employees, or the Union when the grievance involves rights specifically afforded to the organization under this Agreement.

Section 12.3 – Time Limits

The failure of an aggrieved employee, or the Union, where applicable, to meet the stipulated time limits set forth in Section 12.5, shall cause the grievance to be deemed waived. If the stipulated time limits are not met by the District, the aggrieved employee, or the Union, where applicable, shall have the right to submit the grievance to the next level of the procedure. The time limits set forth in Section 12.5 may be extended by mutual written agreement.

Section 12.4 – Rights to Representation

An aggrieved employee may be represented at any step of the grievance procedure by himself/herself, or at his/her option, by a Union representative. If an aggrieved employee chooses not to be represented by the Union, the Union will be given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance. Any adjustment of such a grievance shall not be inconsistent with the terms of this Agreement.

Section 12.5 – Procedure

The parties agree that it is desirable for problems to be resolved between an employee and his/her supervisor, and nothing herein shall prevent an employee from taking up a grievance with his/her supervisor prior to formal filing of said grievance.

STEP ONE:

Within thirty (30) days of the date an alleged grievance is discovered or reasonably should have been discovered, the aggrieved employee must commit the grievance to writing, sign it, and submit it to his/her supervisor, with a copy sent to the Superintendent or his/her designee. This written grievance shall include: 1) the nature of the grievance; 2) the section(s) of this Agreement that allegedly have been misinterpreted or misapplied; and 3) the recommended remedy to the grievance. The supervisor shall inform the aggrieved employee and the Union in writing of the disposition of the grievance within fourteen (14) days after receipt of the grievance.

STEP TWO:

If the grievance is not settled at Step One, then the aggrieved employee may submit the grievance to the Superintendent or his/her designee within fourteen (14) days after receipt of the supervisor's response. The Step Two grievance submission shall include the section(s) of the of the Agreement alleged to have been violated; all facts relevant to the grievance; the remedy requested; and reasons why the supervisor's written response was incorrect. The Superintendent's designee shall inform the aggrieved employee and the Union in writing of the disposition of the grievance within fourteen (14) days after receipt of the grievance.

STEP THREE:

If the grievance is not settled at Step Two, then the Union may, within fourteen (14) days after receipt of the District's Step Two response, submit the grievance to binding arbitration. Such submission shall be by written notice to the Superintendent or his/her designee.

Section 12.6 – Selection of Arbiter – Agreement

In regard to each case submitted to arbitration, the parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within fourteen (14) days after submission of the written request for arbitration, the provisions of Section 12.7 shall apply to selection of an arbiter.

Section 12.7 – Selection of Arbiter – PERC

In the event an arbiter is not selected pursuant to the provisions of Section 12.6, the parties shall jointly request the Public Employment Relations Commission to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case, and ask that the nominees be qualified to handle the type of case involved. When the panel of seven (7) arbiters is received, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

Section 12.8 – Arbitration – Rules of Procedure

Arbitration proceedings shall be in accordance with the following guidelines:

- a. Persons having a direct interest in the arbitration are entitled to attend hearings. The arbiter shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the arbiter to determine the propriety of the attendance of any other persons.
- b. The arbiter for good cause shown may adjourn the hearing upon the request of a party or upon his/her own initiative, and shall adjourn when all the parties agree thereto.
- c. The arbiter may, in his/her discretion, vary the normal procedure under which the initiating party first presents his claim, but in any case shall afford full and equal opportunity to all parties for presentation of relevant proofs.
- d. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days of the closing of the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbiter. Neither party shall be permitted to assert in the arbitration proceedings any evidence which would change the issues submitted at Step One (1) and the arbiter's jurisdiction shall be limited to the issues specified in written grievance as submitted at Step One. The arbiter may subpoena witnesses and documents upon his/her own initiative or upon the request of either party. The arbiter shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary.
- e. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
- f. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement in the presence of both parties.
- g. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- h. The parties may provide, by written agreement, for the waiver of oral hearings.
- i. There shall be no communication between the parties and a neutral arbiter other than at oral hearings, except with the express consent of the other party.
- j. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

- k. The costs for the services of the arbiter, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be shared equally by the District and the Union. All other costs will be borne by the party incurring them.
- l. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic costs.

Section 12.9 – Binding Effect of Award

All decisions arrived at under the provisions of this grievance procedure by the representatives of the District and the Union, or by the arbiter, shall be final and binding upon both parties; provided, however, in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part. The arbiter does not have authority to render any decision or award contrary to law.

Section 12.10 – Time Limitation as to Back Pay

Grievance claims regarding retroactive compensation shall be limited to thirty (30) days prior to written submission of the grievance at Step One of the grievance procedure or the beginning of the budget year, whichever is longer; provided, however, that this limitation may be waived by mutual consent of the parties.

Section 12.11 – Arbitrable Issue

The responding to a grievance by a District representative shall not be construed as a concession or agreement by the District that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

Section 12.12 – Discrimination

The District shall not discriminate against any employee or the Union for exercising their rights under this Article.

Section 12.13 – Information for Processing Grievance

The District will furnish the Union any information necessary for the processing of any grievance.

Section 12.14 – Continuity of Grievance

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

ARTICLE XIII – COMPENSATION

Section 13.1 – Salary Schedule

All employees covered by this Agreement shall be paid in accordance with the salary schedule set forth in Appendix A. For the 2023-24 and 2024-25 school years, the base (Step 1) wages on Appendix A shall be increased by 3.5% or the state-funded inflationary adjustment for classified employees (implicit price deflator, IPD), whichever is greater.

For the 2023-24 school year, all current employees of the District shall be placed at Step 2 on Appendix A. For the 2024-25 school year, step progression shall occur on September 1, provided the employee has been an employee for at least ninety (90) calendar days. Beginning September 1, 2025, step progression shall occur on September 1, provided the employee has been an employee as of March 1. As new wage steps are integrated into Appendix A, new hires with outside qualifying experience shall not be placed higher than any current employee with the same qualifying experience.

Section 13.1.1 – Step Increments

When implementing wage increases, the District will apply the negotiated increase to the base wage rate Step 1 for each position.

For 2023-24, the wage rate for Step 2 will be calculated by increasing the wage rate from the prior step (Step 1) by three-point-eight (3.8) percent.

Beginning 2024-25, the wage rate for Step 2 will be calculated by increasing the wage rate from the prior step (Step 1) by two and one-half (2.5) percent. The wage rate for Step 3 will be calculated by increasing the wage rate from the prior step (Step 2) by two and one quarter (2.25) percent.

Section 13.2 – Longevity Pay

Employees will be paid longevity on the following schedule:

4 years	\$0.50/hour
8 years	\$0.75/hour
12 years	\$1.00/hour
16 years	\$1.50/hour
20 years	\$2.00/hour

Eligibility for longevity pay will be measured and begin on September 1 of each year, provided that employees who began employment prior to March 1 will be credited with one year of service for their first year.

Section 13.3 – Mileage

Employees utilizing their private automobile on approved District business shall be compensated at the United States Internal Revenue Service cents (¢) per mile rate in effect for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

Section 13.4 – Premium Pay for Banquets & Catering

Food Service employees shall be paid a premium of ninety-five (\$0.95) per hour above their regular rate of pay for banquet or catering work. This premium shall not apply to any overtime or weekend/holiday hours worked pursuant to Sections 5.2 and 7.4. The District shall maintain a list of employees who wish to be considered for catering assignments outside their regular work shift

Section 13.4.1 – Certification Stipend

Food Service employees who achieve certification pursuant to the School Nutrition Association program at level 1, 2, or 3 will be eligible for an additional \$175 per year for Level 1, \$275 per year for Level 2 and \$375 per year for Level 3 and \$475 for Level 4. All first time certification information must be submitted to Human Resources by July 1 for stipend qualification the following school year. All certificate information for stipend renewal qualification must be submitted to Human Resources within 30 days after the expiration date of the previous certification. Stipends will be paid as a lump sum in the month following certification/recertification. Fees for certification shall remain the responsibility of the employee.

Section 13.5 – Premium Pay for Crews

Employees assigned to supervise a crew of three (3) or more summer help employees or temporary employees shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour. This premium shall not apply to employees in lead positions

Section 13.6 – Commercial Drivers License (CDL)

Grounds/Utility employees hired before 1994 will not be required to obtain a CDL. Grounds/Utility employees hired during 1994 and thereafter may be required by the District to obtain and maintain a CDL. The District will reimburse/pay for the cost of obtaining/maintaining a CDL for those employees it requires to obtain/maintain the CDL after their employment with the District. Employees with a CDL can be assigned as backup to drive the garbage truck. An employee who is assigned by the District to drive a vehicle which requires a CDL shall be paid at the Courier/Warehouse hourly rate of pay for each hour he/she operates said vehicle. Employees required by the District to maintain a CDL will be paid \$350 annually.

Section 13.7 – Information Systems Professional Certification

If new certifications are required for Information Technology positions, the District and Union will negotiate a process for implementation.

Section 13.8 – Summer Help

The parties agree to bargain a common wage rate with the Pacific Northwest Regional Council of Carpenters (PNWRCC) for the “Summer Help” position for each school year covered by this agreement. The current wage rate for that position is listed on Schedule A. This rate shall not be subject to COLA or other raises unless mutually agreed upon by the District, SEIU and PNWRCC. SEIU will not deduct dues from summer help.

Section 13.9 – Salary Disbursement

All employees, except temporary and substitute employees shall be paid in twelve (12) equal monthly installments. Any overtime or adjustments to the daily hours will appear as an adjustment on the paycheck for the payroll period in which the adjustment occurred. Employees who separate from employment during the school year shall receive all accrued compensation in a final paycheck issued at the end of the next available payroll period. All salary warrants shall be directly deposited into a bank account identified by the employee.

Section 13.10. Underpayment, Overpayment and Recoupment.

When the District determines that an employee was overpaid wages, including any leaves or vacation benefits or other remuneration provided or advanced to the employee under this CBA,

the District shall provide written notice of the overpayment to the employee and the Association. The notice shall include the amount of the overpayment, the basis for the claim, and the rights of the employee under the CBA. Any dispute relating to the occurrence or amount of the overpayment shall be resolved using the grievance procedures contained in the CBA.

Underpayment:

In the event of underpayment, the District will verify the underpayment, confirm or deny the underpayment in writing, and make the employee whole by issuance of a separate check within the next available pay period.

Overpayment – Current Employees:

In the event of an error of overpayment, the District and the employee will work out a reasonable time for repayment. Reasonableness factors include, but are not limited to, the employee's net wages relative to the size of the debt and proposed period of repayment.

Overpayment – Separating/Separated Employees:

Should the employee separate from District employment before an overpayment debt is paid, the District has the right to retain up to the entire net proceeds of the employee's final regular paycheck or five hundred dollars (\$500), whichever is less.

If no final paycheck is available prior to separation, or if the balance of an overpayment remains unpaid, the District will provide the employee with an invoice for the balance of the overpayment, which may be paid in lump sum or by regular installment, as negotiated by the employee and the District.

Section 13.11 Professional Development

The District affirms its commitment to an ongoing system of staff development and training that will provide opportunities for the professional development of each employee. The goals of the system will be to meet institutional needs, enhance employees' professional development, and enhance employees' career advancement opportunities. The District shall provide four thousand dollars (\$4,000) annually for the voluntary professional development of members of the bargaining unit. These funds are not intended to replace other District-required or directed training, although an employee may choose to access these funds for training suggested by a supervisor. Employees interested in accessing these funds may apply for up to two hundred dollars (\$200) per employee per year until the funds are exhausted. If the fund has a remaining balance as of June 30, any bargaining unit member may submit a request for additional funds, which will be divided equally on July 15 among such requests until fully expended. The application for use of these funds shall clearly state the purpose of the request and its relationship to the employee's current or future position with the District, e.g., technology certifications, software classes, or customer service training. The application must be endorsed with the signature of the employee's administrative supervisor attesting to the relatedness of the professional development to the employee's current or future position. Supervisor endorsement shall ordinarily be provided and shall not be unreasonably denied. Funds may be used for some or all of the registration fees, tuition, materials, travel costs, substitute employee expenses, professional dues or other expenses related to the request.

ARTICLE XIV – SUBSTITUTE & TEMPORARY EMPLOYEES

Section 14.1 – Bargaining Unit Inclusion

Those substitute and temporary employees employed by the District for more than thirty (30) days of work within any twelve (12) consecutive month period shall be included in the bargaining unit set forth in the Recognition clause.

Section 14.2 – Limitations

The wages, hours, and other terms and conditions of employment for substitute and temporary employees shall be expressly limited to those contained in this Article.

Section 14.3 – Rate of Pay

Substitute and temporary employees shall be paid in accordance with the salary schedule set forth in Appendix A.

Section 14.4 – Employee Benefits

Substitute employees who are expected to work at least the minimum annual hours required by the state for SEBB eligibility (630 hours as of 2023) in one specific assignment shall be entitled to the employee benefits provided by Article X, Section 10.1 through 10.4, and holidays as set forth in Article VII, Section 7.1.

Section 14.5 – Management Rights

The District retains the management rights as contained in Article III.

Section 14.6 – Dismissal from Assignment

The District retains the right to terminate the employment of substitute and temporary employees at its sole discretion.

Section 14.7 – Application of Grievance Procedure

Substitute and temporary employees shall have the right to use the grievance procedure contained in Article XII, and shall be limited in bringing to arbitration only matters specifically contained in this Article and only to the extent the matters brought to arbitration arise out of their service as substitute or temporary employees.

Section 14.8 – Other Terms and Conditions

The following provisions of this Agreement shall apply to substitute and temporary employees:

Section 4.2	--	Dues Deduction
Section 5.2	--	Overtime
Section 5.3	--	Lunch and Rest Periods
Section 10.6	--	Industrial Insurance
Section 11.1	--	No-Strike Pledge
Section 13.3	--	Mileage
Section 13.4	--	Premium Pay for Banquets & Catering

Section 14.9 – Information Regarding Temporary Positions

Upon filling a temporary position, the District will provide the Union with the following information:

- a. starting and anticipated ending dates of the assignment;
- b. location of assignment;
- c. hours to be worked per day; and
- d. name of individual hired to fill the position.

ARTICLE XV – ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals to any matter deemed a proper subject of collective bargaining. The results of the exercise of that right are set forth in this Agreement. The District and Union each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiation. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

ARTICLE XVI – CONDITIONS OF THE AGREEMENT

Section 16.1 – Separability

In the event that any provision of this Agreement is declared invalid by a court of competent jurisdiction or rendered invalid by reason of existing or subsequently enacted legislation, such invalidation shall not invalidate the remaining portions of the Agreement, as it is the express intention of the parties hereto that all other provisions shall remain in full force and effect. It is further provided that any provision of this Agreement rendered or declared invalid shall immediately be amended to comply with the requirements of such enacted legislation or court decree.

Section 16.2 – Duration

This Agreement shall be in full force and effect from September 1, 2023 to August 31, 2025.

Section 16.3 – Reopener

During the term of this Agreement, either party may choose to reopen negotiations to amend limited provisions of this Agreement prior to a future work year if the actions of the state or national government or agencies have, in the judgment of the Union or the District, materially changed or impacted employees, management, the Union or Employer.

Section 16.4 - Modifications

This Agreement may be modified during its term only with the written consent of both parties.

FOR EVERETT SCHOOL DISTRICT NO. 2

Dr. Ian B. Saltzman
Superintendent

Date

**FOR SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 925**

Grant Engle
SEIU 925 Representative

Date

Shawn Bishop
Acting Chapter President

Date

Paul Daro III, Custodial VP

Cathy Rupe, Food & Nutrition VP

Jean Simmons, Food & Nutrition

Jim McCartney, Grounds VP

Brendan Berg, Grounds

Christian Hoover, Information Systems VP

Sara Scott, Information Systems