

COLLECTIVE BARGAINING AGREEMENT

between

EVERETT HEALTH AND SAFETY ASSOCIATION

and the

EVERETT SCHOOL DISTRICT NO. 2

September 1, 2024 through August 31, 2026

EVERETT HEALTH AND SAFETY ASSOCIATION

and the

EVERETT SCHOOL DISTRICT NO. 2

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COLLECTIVE BARGAINING AGREEMENT

between

EVERETT HEALTH AND SAFETY ASSOCIATION

and the

EVERETT SCHOOL DISTRICT NO. 2

Effective September 1, 2024 through August 31, 2026

PREAMBLE

This agreement is made and entered into between Everett School District No. 2 (hereinafter "District") and the Everett Health and Safety Association (hereinafter "Association").

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 Association as the exclusive representative of all full-time and regular part-time classified employees in the Registered Nurse, Licensed Practical Nurse, and Campus Security classifications, which shall include temporary and substitute employees to the extent provided in Article XIII.

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 casual employees are excluded from the bargaining unit.

ARTICLE II - DEFINITIONS

Section 2.1 - Employees

The term "employee" shall refer to those regularly employed Registered or Licensed Practical Nurses and Campus Security Officers represented by the Association 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 Registered or Licensed Practical Nurses and Campus Security Officers who are absent from their regular assignment.

The term "temporary employee" shall refer to those persons employed as Registered or Licensed

Practical Nurses and Campus Security Officers to cover workload fluctuations, emergency situations, or special projects on an as-needed basis for a period not to exceed one hundred ninety (190) workdays within one school year.

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

Section 2.2 – Employee Work Year

"Employee Work Year" refers to the District-established work calendar for employees, which will start prior to September 1. Work calendar days worked or leave used prior to September 1 will be compensated or leave deducted on September 1 to August 31 work year.

Section 2.3 - Other Terms

Other terms used in this agreement shall be given their ordinary and common-day meaning unless otherwise specifically defined.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1 - Authority of Management Officials

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District.

Section 3.2 - Exclusive Function of Management

Except to the extent specifically abridged by the express terms of this agreement, the Association recognizes the right of the District to hire, transfer, assign and retain employees and to maintain the discipline and efficiency of its employees; the right to lay off, or otherwise relieve employees from duty because of lack of work for them to do or for other legitimate reasons; the right to establish, change, and direct the methods and processes of doing work and to introduce new and improved methods or equipment, the right to the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

The exercise of the District's rights stated herein is an exclusive function of management.

Section 3.3 - Assignment of Employees

Employees will be assigned to a building or program administrator and will be directly accountable to that administrator. They may be assigned to assist other personnel at the discretion of the administrator. Prior to making changes in assignment due to increases or decreases in staffing levels, the District shall seek input from the licensed nurses in the bargaining unit on the criteria to be used for assignments and on the potential effect on workload as a result of changes in assignment.

Section 3.4 - Subcontracting

The District shall have the right to assign work to outside contractors only if there is a specific reason or on an individual case by case basis. In the rare and unique circumstance an employee is potentially displaced, prior to displacement of the current employee, the District and the employee will meet to determine the availability of other work opportunities, including the replacement of existing agency nurses, if allowable. The District agrees to provide the affected employees and the Association with the reasons for such subcontracting. Further, the District

agrees to provide notice to the Association thirty (30) days prior to implementation of the subcontracting, except when there is an immediate need to fill the position.

ARTICLE IV - RIGHTS OF THE ASSOCIATION

Section 4.1 - Exclusivity

Throughout this Agreement certain rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement. These rights and privileges as the exclusive bargaining representative for non-supervisory employees shall not be granted to any other organization (labor or otherwise) except as otherwise required by law.

Section 4.2 - Access

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employees. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. "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 adjacent to the employee's duty free lunch; 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 Association.

Section 4.3 – Use of District Resources and Facilities

The Association shall have the right to use the District's mail, email, and mailboxes to distribute union material in accordance with the law, provided that the Association shall comply with all District rules, policies and/or procedures for the use of such resources.

The Association shall also have the right to use District buildings at reasonable times to transact Association business with the usage to be scheduled through the proper administration channels at no cost to the District. Such use shall not interfere with or interrupt normal school operations.

Section 4.4 – Availability of Information

When available for release, the Board or its agents shall furnish to the Association, at no cost to the Association, the District's official budget and other regularly prepared financial reports.

On or before September 1 of each year during the term of this Agreement, the District shall provide the Association with the following information regarding each employee in the bargaining unit: name, address, position, hire date, work site(s), phone number(s), email address, salary placement, benefit FTE, and hours worked. This information shall be supplemented and revised monthly as changes occur and provided to the Association president or designee. This is a right of the Association as the exclusive bargaining representative and employee information will be provided to third parties only when necessitated by law.

Section 4.5 – Association Dues Deduction

Upon receipt of a written employee Dues Deduction, fair share, representation or other authorization form from an employee, as defined under the "Recognition" section, the District will make the appropriate payroll deduction as certified by the President of the Association and transmit the monthly dues as designated by the Association. Any change in the annual rate of membership dues as determined by the Association will require notification to the payroll department no later than by September 1 of each year. Such rate will be irrevocable for the term of one (1) year and not be adjusted during the year, except in such circumstances that negotiations and ratification of an agreement takes place after September 1 or by mutual agreement by both parties.

Employees who no longer wish to be members of the Association shall provide written notice to the Association and to the District Human Resources Department. District Human Resources will direct the employee to the Washington Education Association for the appropriate procedures to resign membership or stop representation payment/fair share.

The dues deductions authorized by the above provisions shall be made in twelve (12) monthly installments. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at a proportion of the total annual amount for each month corresponding to the months the employee is employed.

Nothing in this section is intended to affect the District's obligations under RCW 28A.405.400.

These provisions shall be applied without cost to the employee or Association.

Section 4.6 – Hold Harmless

The Association will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any deductions of Association dues or arising from the Association's use of District resources and facilities.

Section 4.7 – Association Leave

The District shall grant employees a leave of absence for the purpose of conducting Association business. The Association will make reasonable efforts to use non-school time as much as possible and limit the number of leaves to two (2) or less on any one school day. Except for unforeseen circumstances, requests for Association leave will be in writing or by other reasonable notice from the Association President or designee and shall be made normally no less than five (5) days in advance. If there are no substitutes available during the requested leave of absence, the Association and the District agree to meet to discuss options for meeting student needs prior to the leave of absence.

Such leave will be with pay and benefits. The Association shall reimburse the District at the substitute pay rate for each Association leave day utilized and paid by the District. Reimbursement shall be paid upon receipt of a billing by the District.

ARTICLE V - WORKING CONDITIONS

Section 5.1 - Individual Rights

Employees shall be entitled to full rights of citizenship. The District and the Association affirm their adherence to the principles of free choice and agree that the obligations of law related to non-discrimination will be met by the Association and District. Neither the District nor Association will

engage in discrimination of any kind, including harassment, that infringes on the civil or human rights of employees. The District acknowledges the right of its employees to a private and personal life except as may be impacted by law. The District shall treat employees with utmost professional regard, expect civil behavior from all teachers, administrators and employees of the District, students, parents and community members and will not tolerate intimidation, demeaning or rude behavior by any of the above persons.

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

Section 5.2 - Individual Employment Profile

The District will provide employees with an individual personnel form that outlines the employee's full-time equivalency, the number of work days, hourly rate of pay and the number of vacation days by September 1 or thirty (30) days from their hire date if hired after September 1 of the school year.

Section 5.3 - Work Day/Work Year

The normal work year for full-time employees shall be eight (8) hours per day, forty (40) hours per week, typically one hundred ninety-five (195) days per year. Prior to the end of the work year, except in those years when the Everett Education Association (the EEA) is engaged in bargaining a successor agreement, EHSA shall be provided a general nurses' work year calendar for the subsequent school year. In years when the EEA is bargaining a successor agreement, a work year calendar will be provided to EHSA within fifteen (15) working days of the EEA and District contract ratification. Individual employees may receive modifications to their work year based on their assignment during the school year. In years when a successor agreement has not been agreed upon with EEA by June 30, nurses will be provided a start date by July 15.

One to One (1:1) nurses shall begin their work year a minimum of five (5) days prior to the anticipated start of the school year. All other nurses shall begin their work year a minimum of ten (10) days prior to the anticipated start of the school year. CSOs shall begin their work year a minimum of two (2) days prior to the start of the school year.

Section 5.4 - Overtime

All authorized hours worked over forty (40) per week shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Additional hours must be pre-approved by the supervisor, except as noted in Section 5.19 Additional Hours. In cases of an emergency situation where a nurse needs to stay beyond their assigned hours due to the medical needs of a student, the employee will work with their supervisor to document the additional hours and the basis for working those hours. For Labor Day week, the eight-hour Labor Day holiday will count towards the hours worked that week for the purposes of counting hours and computing overtime. Any employee working nine (9) or more hours in any one day shall be paid one and one-half (1-1/2) times the employee's regular rate of pay for all time beyond nine (9) hours regardless of the amount of time worked that week.

Employees shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all time worked on the employee's 6th and 7th day of work within a given workweek, provided that the employee has worked at least thirty (30) hours in the workweek and further provided that additional hours worked at the employee's discretion under this contract (i.e., Section 5.19) shall not apply.

It is understood that nurses working at a camp shall follow the guidelines for that work.

Section 5.5 - Lunch and Rest Periods

State laws and regulations will be followed regarding lunch and rest periods. Supervisors will schedule employee lunch periods in coordination with employees. As part of this coordination, employees will have the opportunity to request to waive their right to take a 30-minute unpaid meal break. Such waiver will be accepted by the District provided that it is documented by the employee via written waiver form provided by the District. For 1:1 nurses, such waiver must first be approved by the nursing supervisor, and then must be documented by the employee via written waiver form provided by the District. Although an employee would be permitted to withdraw the waiver at any time, an employee would only be permitted to request the waiver prior to the start of the school year, or at the discretion of their supervisor.

Section 5.6 - Probationary Period

Each new employee shall be subject to a ninety (90) workday probationary period commencing with their first compensated day of employment as a regular employee. During this period, such employees shall be considered on trial subject to termination at any time at the sole discretion of the District. The District will communicate concerns to the employee during the probationary period on a timely basis. If the employee is terminated under this provision, they will be provided an in-person conference and shared the reasons for their termination.

Section 5.7 - Filling Position Openings

All open and new positions shall be posted internally and externally for at least five (5) days. Position postings shall be available on the District website. An electronic copy will also be sent to the EHSA president. The Association will keep the District notified of the current EHSA president. The District and the Association recognize a commitment to hiring regular employees in nursing positions. However, the parties also understand that there may be times when it is appropriate to hire an agency nurse. If the District determines an agency nurse must be hired, the District shall notify the Association of the hiring and the basis thereof. If the District is unable to fill an open position in a timely manner, and an agency nurse is filling the position in the interim, the new position will remain open until a qualified candidate is hired as a District employee.

Position openings will be filled by the District based on the ability, qualifications, skills, experience, and other relevant factors of the applicants for the position. Current employees will receive an interview and receive first consideration in filling the position. Should an existing employee not be selected for the position, at the employee's request, the District shall provide the reason(s) in writing. When an existing employee is the only qualified candidate for a position (e.g., for an increase in hours), the District may substitute an informal conversation between the supervisor and the employee for a more formal interview process.

Section 5.8 - Request for Change of Assignment

Employees shall notify their supervisor by May 1 of each school year of their desired work assignment for the following school year. Such requests shall be considered for one school year. No new employee shall be assigned until all current employee's assignments requests have been considered. Notwithstanding this deadline, employees may communicate to their supervisor at any time about preference in assignments.

Nothing in this section shall preclude the District from implementing involuntary transfers.

Section 5.9 - 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. All employees who, by the nature of their assignment, must travel between schools or are required to make home visitations shall also be reimbursed at the above rate. If notice is provided one (1) hour or less before an employee was scheduled to report to a worksite, mileage between the employee's original worksite and the newly assigned worksite shall be reimbursed.

Section 5.10 - Personnel Files

An employee shall be permitted, during normal District business hours, to inspect the contents of their personnel file maintained by the District. Anyone, at the employee's request, may be present for this review.

Non-disciplinary letters of direction, or similar, may be retained in the employee's supervisor's confidential working file for up to three years. After three years, upon request by the employee, the non-disciplinary letter or directive shall be destroyed, provided said employee has no related disciplinary or written actions in their file during the three (3) year period. Notice will be provided to an employee when material is placed in their personnel file. A copy of any District generated written material concerning discipline, an investigation or an evaluation will be furnished to the employee at the time it is placed in the District personnel file of the employee. The employee will be given an opportunity to attach comments to materials placed in their file.

The District will provide an employee with a copy of their evaluation prior to placing it in the District personnel file. The employee will be given an opportunity to attach comments to their evaluation placed in their file.

Section 5.11- Liability Insurance

The District will provide employees with liability insurance coverage to the same extent generally provided other District staff.

The District shall provide personal property protection to the extent of one thousand dollars (\$1,000) per employee for each claim. This protection will apply when damage occurs to an employee's property when in the performance of their duties and not due to the employee's negligence or misconduct.

Section 5.12- Meet and Confer

Representatives of the District and Association shall meet and confer at least every month, unless both parties agree there are no agenda items, to consider issues of concern which may be raised by either party, including staffing, caseloads, program changes, office space and resource allocation, policy changes and employee input, substitute and new employee training, and budget.

Section 5.13 – Seniority Definition

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 specific job classification, except that the time a regular employee was employed as a substitute or temporary employee within a calendar year of becoming a regular employee shall count for purposes of adjusting the seniority calculation by the appropriate number of days worked.

Section 5.14 - Professional Development

The District acknowledges the importance of professional development by providing funds annually for each nurse. Prior to August 31 of each school year, the nursing supervisor will inform

the President of the Association of the specific professional development resources it will have available for the subsequent school year. The District shall provide up to four hundred dollars (\$400) (pro-rated based on FTE) per employee to the department to be used for self-selected professional development opportunities approved by the supervisor.

If the professional development occurs during the employee's regular workday, leave shall not be deducted. The employee will receive no more than their regularly scheduled paid hours.

Additionally, the District shall ensure each employee receives training and an introductory nursing orientation prior to working independently. Employees desiring additional training can request such training from the nursing supervisor. Buildings will cover building safety procedures and the emergency plan for each building that nurses work in during the first month of the school year, including the role of the nurse. Nurses and CSOs may opt in to their building safety team. EHSA leadership shall nominate the nurse and CSO for this.

Each new nursing employee shall have a mentor assigned by the District from volunteers within the bargaining unit for their first year (12 months) of employment with the District. This mentor shall help with supporting the new employee regarding District procedures and policy, building and health services policy and procedures, orienting the new employee, etc. Each mentor shall be paid \$250 per mentee.

Each CSO trainer shall receive a training stipend of \$200 for each trainee served.

Section 5.15 – Office Space

It shall be the District's responsibility to assure that each building nurse will have one private office within their assignment, private voicemail, and at least one computer (laptop or desktop) and a monitor. Office space will include a locking file cabinet, a computer port, and access to a printer in the health room. Nurses will be included in district technology plans for software and hardware upgrades, and any associated training. Employees requesting additional technology should bring their requests to their supervisor. Technology will be set up by the District using standard District practices regarding technical support.

Prior to the end of each school year, each nurse will be informed of the tentative location of their office for the following school year. If a change in private office space precipitated by the District must occur during the work year, the District shall provide the impacted employee(s) at least five (5) business days' notice prior to the move. The District will provide the employee's professional work materials are moved to the new private office.

Nurses will be provided with a clean and functional workspace (excluding the employee break/lunchroom) at each building. If a workspace is not available, the employee shall contact the nursing supervisor to determine an appropriate workspace. Nurses will be provided direct access to a confidential fax machine at each building. At the employee's request, nurses will be provided a desktop monitor at each school site. To the extent feasible, each workspace shall also offer privacy to initiate confidential phone calls and conversations.

Nurses who currently have an additional printer in their office shall retain that printer in addition to the provisions above, provided that the printer will not follow the nurse to a new placement and the District will not guarantee continued support or supplies for the printer.

Section 5.16 Equitable Workload

The parties agree that the number and type of students and schools assigned to an employee

within the bargaining unit impact both the employee's workload and the success of the health services program. The District will distribute assignments among available employees so that the workload responsibilities are equitably apportioned. An employee who feels their particular assignment is inequitable is encouraged to first request a meeting with the Association and the administrator assigned to supervise health services to review the workload and alternative options. Any dispute about the equitable distribution of caseloads shall be treated as a negotiable rather than a grievable matter.

Section 5.17 – Coverage for Absences

When a District nurse or CSO is absent, the workload of the remaining employees is impacted. Given available and qualified candidates, the District will develop a pool of substitute nurses to cover for absences when students are present. The assignment of the substitute nurses will be done in a manner that is appropriate to the absence and the district will be responsible for the management and oversight of the substitute coverage. If substitutes are unavailable, nurses may seek pre-approval from the nursing supervisor to work additional hours to cover the additional workload. Payment for such additional hours shall be in accordance with state and federal wage and hour laws.

When a supervisor is absent and an employee is directed to provide staffing coverage duties, the employee shall receive time-and-one-half for the performance of all coverage duties performed outside their regularly scheduled work day.

Additional hours worked by a building nurse providing health room coverage due to the absence of an HRA (or HRA substitute) must be submitted to the District for pay. In lieu of pay for the additional time, the employee may, with the approval of their supervisor, "flex" the additional hours worked. Additional hours worked under this section and submitted for pay that are beyond the employee's allocation provided under Section 5.19 "Additional Hours" are subject to the requirement of Section 5.4 "Overtime." If the health room is without an HRA or an HRA substitute for five (5) or more days per month, the nurse and their appropriate supervisor shall meet to develop a plan for coverage of the health room and nursing duties, including appropriate supports, which may include additional time.

Section 5.18 – Call Back During Non-Regular Hours/Day

Employees shall not be required to work during non-regular hours or on days normally not worked. When an employee accepts a call back request, they shall be paid for a minimum of two hours, and may be required to work two hours.

Section 5.19 – Additional Hours

Each nurse shall have the option to work an additional twenty (20) hours per year (pro-rated for part-time employees) on tasks outside the work day or on non-work days at the beginning of the school year (through November 1). Building nurses may request additional hours, with supervisor approval. The employee shall submit a record of time worked (date, time and work accomplished) on or before the last day of the pay period following in which the time was worked to their supervisor. Time worked over forty hours in a work week shall be recorded at one and a half times the rate of time actually worked. No employee may exceed their allocation under this section without the prior approval of their supervisor.

Section 5.20 – District Equipment

Employees shall not be required to use their personal cell phones, or other personal devices or equipment for District business. The District shall provide employees with a smartphone for District business only. The District shall assist the employee to ensure the phone is properly set up to

conduct District business using standard District practices regarding technical support. Additional means of communication may also be provided.

The District shall provide all CSO employees with their District uniform. It is understood that these uniforms will wear and tear and be replaced by the District as needed. Disputes regarding a replacement denial shall be resolved at the next Meet and Confer/ Labor Management meeting.

Each CSO shall be provided a stipend of \$125 annually to purchase or repair appropriate footwear. The Safety and Security Coordinator and a CSO designee shall collaborate annually to review and discuss standards for safe and appropriate uniforms and footwear.

Employees shall not be charged for the replacement of equipment or uniforms damaged or lost in the regular course of their employment.

Section 5.21 - One to One Nurse

If a student for whom a nurse provides one-to-one care ceases attendance before the end of the school year, the District and the employee will meet to determine the availability of other work opportunities, including the replacement of existing agency nurses, if allowable. The District reserves the right to determine staffing assignments.

If a student for whom a nurse provides one-to-one care is absent for a school day, the District shall provide the nurse with one or more of the following options:

1. The nurse may work an alternative assignment offered by the District.
2. The nurse may use paid personal leave under 9.13 of this agreement.
3. The nurse may go home and receive no pay for that day.

It shall be the District's responsibility to find a substitute for a one-to-one nurse who is unable to report to work due to leave under any applicable section of this agreement. Unless the nurse requests to contact the student's parent/guardian or the nurse is unable to notify the nursing supervisor in advance of the nurse's absence, it is the District's responsibility to contact the student or parent(s)/guardian(s).

Section 5.22 – Student Care

If a nurse is charged to help toilet or diaper a student as part of their regular work assignment, this will occur in a building or work site that has access to water and other sanitary items.

ARTICLE VI - DISCIPLINE AND LAYOFF

Section 6.1 - Just Cause

- A. No employee shall be formally disciplined (including warnings, written reprimands, suspensions, or be terminated) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.
- B. An employee shall be entitled to have a representative of the Association present during any formal disciplinary action. When a request for such representation is made, no formal action shall be taken with respect to the employee until such representative of the Association has been given the opportunity to be present, provided that such actions

will not delay the action an unreasonable amount of time due to a lack of Association representation and that in appropriate circumstances such actions may be implemented with Association representation.

- C. The District agrees to follow a policy of progressive discipline which includes, but is not limited to, warning, written reprimand, suspension, and termination as a final and last resort; however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- D. Any complaint or other material directed to District administrators making derogatory reference against an employee by any parent, student or other person will be called to the attention of the employee as soon as reasonably possible. Any complaint not called to the attention of the employee may not be used as the sole basis for any disciplinary action against the employee.
- E. Letters of direction are not disciplinary in nature and will not be issued in response to findings of misconduct. The Association shall be sent copies of a letter of direction at the time it is issued to the employee. Letters of direction may be used as evidence of the employee's knowledge of employer expectations.

Section 6.2 - Layoff Procedures

In the event of layoff, employees to be retained for employment shall be determined solely by the District based on the ability, skills, qualifications, and experience of the affected employees. Employees selected for layoff will be provided a written explanation of the basis. If the District determines that two or more employees are substantially equal based on the criteria provided in this section, then the seniority of those employees shall be used for retaining employment. Any ties shall be determined by lot in the presence of both administrative and Association representatives.

Temporary employees will be terminated before regular employees are laid off.

Section 6.3 - Recall from Layoff

Employees who are laid off shall be placed on an employment list for twenty-four (24) months, unless the District is notified by the employee that they no longer wants to be considered for employment. The District shall recall employees for employment in the inverse order in which they were placed on the employment list. The District shall contact employees for recall through all contact information on record including email, phone, and home mailing address.

Laid off employees shall be rehired before any new regular or temporary employee is hired.

Section 6.4 - Obligations of Laid-Off Employees

Employees on layoff status shall file their addresses, email addresses, and phone numbers in writing with the District and shall thereafter promptly advise the District in writing of any change(s) with this contact information. An employee who does not comply with these requirements, or who does not accept an offer of reemployment within five (5) days, shall be removed from the employment list.

ARTICLE VII - HOLIDAYS AND VACATIONS

Section 7.1 - Holidays

Employees shall receive the following paid holidays which fall within their work year:

- | | |
|---------------------------|----------------------------|
| 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. Washington's Birthday | 11. Day before Christmas |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. Day after Christmas |
| 7. Labor Day | |

Juneteenth shall be added to Section 7.1 if the District's Board of Directors establishes Juneteenth as a required paid District Holiday. Otherwise, Juneteenth will be added as a paid holiday if the employees of a separate District Union or Association receive fourteen (14) paid holidays or the Legislature funds Juneteenth as a paid holiday, unless the Legislature funds or requires the addition of a fourteenth paid holiday other than Juneteenth.

ARTICLE VIII - EMPLOYEE BENEFITS

Section 8.1 - School Employees Benefit Board (SEBB) Program

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements outlined below.

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements outlined below.

SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Benefits presently provided by the SEBB will include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance.

Section 8.2 - Dependent Coverage

Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.

Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the employee will have

the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. As available through SEBB, such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

Section 8.3 - Eligibility

Staff, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year or whose current assignment would have created an assignment that would generally be 630 or more hours in a typical year are eligible for coverage.

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave status will be considered in an employment status for the provisions of this section and will receive benefits when allowed by SEBB policy and discussed with the Association on a case by case basis.

Any employee who starts the year on unpaid leave, but has a return date and schedule that anticipates working 630 hours during the school year, shall start the year with full insurance coverage and the District contribution. Employees who extend leave in such a manner that make completion of 630 hours impossible will retroactively reimburse the District for the additional cost from District paid premiums.

Section 8.4 - Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

Section 8.5 - Continuity of Coverage

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

Section 8.6 - Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full contract obligation (i.e. the end of the student school year in June) benefit coverage will continue until August 31. The District will notify the Association of any exception to this. Monthly, as part of Meet and Confer meetings (section 5.13), the District shall discuss any reasonably anticipated changes to the SEBB benefit eligibility of employees. Any changes in benefits reasonably anticipated or occurring in July or August shall be discussed at the June Meet and Confer meeting.

No employee shall lose SEBB eligibility due to a reported injury suffered while working for the District for up to one year from the date the employee began a leave due to such injury.

Section 8.7 - Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen Article VIII for negotiation over the changes to the extent allowed by law.

Section 8.8 - Additional Items

With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose.

All of the provisions of Article VIII shall be interpreted consistent with the rules and regulations of the SEBB.

Section 8.9 - Industrial Insurance

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

Section 8.10 – PFML

Employees shall be eligible to receive Paid Family and Medical Leave (PFMLA) under the Washington State Family and Medical Leave Act. Employee eligibility is determined by the Washington State Employment Security Department and applied for by the employee. Washington PFML may be used at employee discretion at the same time as the employee qualifies for and uses other leaves under this contract.

ARTICLE IX - LEAVES

Section 9.1 - Illness, Injury, and Emergency Leave Entitlement

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

Sick leave shall be advanced in the September pay warrant. If an employee leaves during the school year and has used more sick leave than the employee has earned in that current school year, the employee's sick leave balance will be adjusted accordingly or, if necessary, the employee will be required to reimburse the District for leave used, but not earned. Employees who are subject to a layoff, or a reduction in days through no fault of the employee, shall not be required to reimburse the District for leave, that has been taken prior to notification of layoff, that has been taken 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 their duties.
- b. During the infectious period following the exposure of an employee to a contagious

disease during which their attendance on duty would jeopardize the health of fellow employees or the public.

- c. For the purpose of necessary medical, dental, or other health related appointments or when such appointments have been arranged in advance with the employee's supervisor.
- d. To care for (a) the employee's child with a health condition requiring treatment or supervision; (b) the employee's spouse, domestic partner, sibling, parent, parent-in-law, grandparent, or other family member or individual who fills such a role 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 which states the employee's ability to return to work.

Section 9.3 - Use of Leave for an Emergency

Up to six (6) 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. The problem cannot be one of minor importance or mere convenience.
- c. Emergency leave may only be used to address weather conditions when students are not present. In the event school(s) have a late start time due to weather conditions or other emergency closure circumstance, employees will be expected to arrive at school as close to the regular workday start time as is safe. If the employee misses time and would like to make it up, they will discuss how to make up the missing time with the nurse supervisor. In the event school(s) have any early student dismissal due to weather conditions or other emergency closure circumstance, employees will be expected to remain on-site until the supervisory and safety concerns of students have been met.

Section 9.4 - Accumulated Leave

Unused illness, injury, and emergency leave will accumulate from year to year in accordance with state law. Accumulation shall be limited to one hundred eighty (180) days, or the employee's work year for leave purposes. This section will be interpreted consistent with RCW 28A.400.300.

Section 9.5 - Bereavement Leave

A maximum of five (5) days paid bereavement leave, not deducted from accumulated illness, injury and emergency leave, will be allowed for each death of the following members of an employee's immediate family or the immediate family of their spouse: spouse, domestic partner, child or someone in that role where the employee acted as in loco parentis of a child,, parent or someone in that role, sibling, grandchild, grandparent, or any of their family members related to the employee in a step- or in-law relationship. One (1) day of unpaid bereavement leave will be allowed each employee for the death of a close personal friend. Concurrent deaths shall be treated as a single death. The District retains the right to require documentation relative to the use of this leave.

Section 9.6 - 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 Association 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 9.7 - Leave of Absence

The District may grant employees a leave of absence for such reasons as: (a) compelling personal matters; (b) education; and (c) disability. Requests for a leave of absence must be presented to the Human Resources Department. Upon recommendation of their supervisor and approval of the Superintendent or their 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 District.

Upon return from leave, an employee may be assigned to a position comparable to that which they held at the time their request for the leave was approved.

Section 9.8 - Pregnancy Disability Leave

The District will grant employees a maternity leave for pregnancy-related disabilities. Employees may use accrued illness, injury, and emergency leave during the period of pregnancy-related disability. Additionally, leave sharing shall be made available pursuant to District Policy 5406.

Requests for pregnancy disability leave must be submitted to the Human Resources Department, and shall include a statement from the employee's physician or licensed practitioner which provides the initial date of disability. The employee shall return to work as soon as the employee is physically able to perform their duties, or shall have requested a child care leave pursuant to Section 9.9.

Upon return from leave, an employee will be assigned to a position comparable to that which the employee held at the time their request for the leave of absence was approved.

Upon return from pregnancy disability leave, if the employee chooses, the District shall provide an appropriate location for the employee to express milk and appropriate time for breaks for this purpose.

Section 9.9 - Child Care Leave

An employee will be granted up to three (3) days of leave per year (non-accumulative) for the birth, adoption or fostering of a new child that occurs during or adjacent to the employee work year. The District will grant employees a child care leave, for a period not to exceed twelve (12) months, to care for their newborn child, recently adopted child, or child for whom custody has been just acquired. Requests for child care leave shall be submitted to the Human Resources Department at least thirty (30) days in advance of the beginning date of the leave if possible. The leave request shall include the beginning and ending dates of the leave. Employees may use some or all of their accrued illness, injury, and emergency leave during the period of Child Care Leave. Additionally, leave sharing shall be made available pursuant to District Policy 5406. Employees may, at their discretion, also access Washington State Paid Family Leave if they

qualify with the state.

Upon return from leave, an employee will be assigned to a position comparable to that which the employee held at the time their request for the leave was approved.

Section 9.10 - Leave Sharing

The District shall offer a leave sharing program in accordance with state law and regulations.

Section 9.11 - Sick Leave Cash Out

The District agrees that employees who retire and who are eligible in accordance with RCW 28A.400.210, shall be compensated for their respective accumulated sick leave in accordance with applicable state regulations.

Employees shall be compensated annually for accumulated sick leave days pursuant to RCW 28A.400.210, and in accordance with applicable state regulations. The District's obligations under this section shall be null and void for the following school year and thereafter if its maintenance and operations levy does not pass during the term of this Agreement. If the levy passes on resubmission, the District's obligation shall be immediately reinstated for the duration of the Agreement.

Section 9.12 - Visitation

Employees may be granted paid leave to visit other programs (in- or out-of-District) for the purpose of improving their work skills and knowledge. Such leave must have the prior approval of the employee's supervisor.

Section 9.13 – Personal Leave

Three (3) days of paid leave shall be granted each employee for personal reasons. The employee shall not be required to give reasons for the leave other than it is "personal". Personal leave must be used in full or half day increments unless otherwise approved by their supervisor. A personal leave day must be requested at least twenty-four (24) hours in advance and no more than two employees from the same classification (CSO, Nurse) may be approved for the same day. This limit can be exceeded with approval by the appropriate supervisor. If an employee has hours of unused personal leave on the last work day of the year, they may cash out the hours at the base-level substitute rate of pay. Part-time employees are eligible for personal leave cash-out on a pro-rata basis.

In lieu of cash-out, up to two (2) unused personal leave days may be carried over into the next contract year. No more than three days may be used in consecutive fashion without prior permission by the District.

Section 9.14 – Leave Due to Job Related Injury

Employees suffering 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, consistent with the Employee's choice of one of the following three options:

- (a) The industrial insurance payment only;
- (b) The industrial insurance payment, plus proportionate leave to equal the Employee's regular salary; or
- (c) The industrial insurance payment, plus one full day of paid leave for each day of absence.

Employees who, prior to qualifying for compensation under Labor and Industries rules and regulations, take illness, injury and emergency leave due to an on-the job assault by a student or parent, shall have three days of such leave credited back to their leave balance.

Section 9.15 - Leave During Layoff and Recall:

During a year where there are layoffs due to District finances, up to two (2) employees per classification who request an annual leave of absence shall be granted the leave, provided the right to such leave shall not be continuing from year to year, and provided the leave request is submitted no later than April 30.

ARTICLE X - NO STRIKE OR LOCKOUT PLEDGE

Section 10.1 - No Strike Pledge

The Association and employees agree not to cause or engage in any strike, slowdown, sick-out, 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. Should a strike, slowdown, or other work stoppage occur by any other bargaining unit, the Association shall immediately instruct its members of their obligation to work, on condition that the District provides safe conduct to work.

Section 10.2 - No Lockout Pledge

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

ARTICLE XI - GRIEVANCE PROCEDURE

Section 11.1 - Purpose

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

Section 11.2 - Definition

A "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.

Section 11.3 - Time Limits

The failure of an aggrieved employee, or the Association, where applicable, to meet the stipulated time limits set forth in Section 11.5, shall cause the grievance to be deemed waived. If the stipulated time limits are not met by the District, the aggrieved employee or the Association, where applicable, shall have the right to submit the grievance to the next level of the procedure. The time limits set forth in Section 11.5 may be extended by mutual written agreement.

Section 11.4 - Rights to Representation

An aggrieved employee may be represented at any step of the grievance procedure by

himself/herself, or at their option, by an Association representative. If an aggrieved employee chooses to be represented by the Association, the Association 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 11.5 - Procedure

The parties agree that it is desirable for problems to be resolved between an employee and their supervisor, and nothing herein shall prevent an employee from taking up a grievance with their 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 utilizing the form in Appendix D within, sign it, and submit it to their supervisor, with a copy sent to the Superintendent or their representative. This written grievance shall include (1) a full statement 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 Association in writing of the disposition of the grievance within fourteen (14) days after receipt of the grievance utilizing the form in Appendix E.

Step Two:

If the grievance is not settled at Step One, then the aggrieved employee may submit the grievance to the Superintendent or their representative utilizing the form in Appendix F within ten (10) days after receipt of the supervisor's response.

The Superintendent's representative shall inform the aggrieved employee and the Association in writing utilizing the form in Appendix G of the disposition of the grievance within ten (10) days after receipt of the grievance.

Step Three:

If the grievance is not settled at Step Two, then the Association may, within ten (10) days after receipt of the District's Step Two response, submit the grievance to binding arbitration with written concurrence of the aggrieved employee. Such submission shall be by written notice to the Superintendent or their representative utilizing the form in Appendix H.

Section 11.6 - Arbitration - Rules of Procedure.

The parties may select the arbitrator by requesting a list of arbitrators from AAA or by mutual agreement. Arbitration proceedings shall be in accordance with AAA guidelines and the following:

- a. Persons having a direct interest in the arbitration are entitled to attend hearings.
- b. 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.
- c. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- d. The costs for the services of the arbiter, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room will be shared equally by the District and the Association. All other costs will be borne by the party incurring them.

- e. The total cost of the transcript 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 transcript costs.

Section 11.7 - Binding Effect of Award

All decisions arrived at under the provisions of this grievance procedure by the representatives of the District and the Association, 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 11.8 - Time Limitation as to Back Pay

Grievance claims regarding retroactive compensation shall be limited to the longer of September 1 of any given year, or thirty (30) days prior to written submission of the grievance at Step One of the grievance procedure; provided, that this limitation may be waived by mutual consent of the parties.

Section 11.9 - 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 11.10 - Discrimination

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

ARTICLE XII - COMPENSATION

Section 12.1 - Salary Schedule

All employees covered by this Agreement will be compensated in accordance with the Salary Schedule as set forth in Appendix A.

Placement and advancement on the salary schedule will be based on time worked as a school District RN/LPN in a Washington State public school (in the same position). The annual increment shall occur on September 1. To be eligible for the annual increment on September 1, an employee must have been hired prior to March 1 of the same year.

For the 2024-2025 school year, the wage rates shall be reflected on Appendix A. For the 2025-2026 school year wages shall be increased by the implicit price deflator (IPD).

Section 12.2 – Educational Stipend

Employees who hold a Baccalaureate degree in nursing or education-related field shall receive an \$100.00 monthly stipend. Employees who hold a Master's degree in a nursing or education-related field or hold a continuing ESA certificate shall receive an additional \$150.00 monthly stipend. Employees are not eligible to receive both the Master's degree and the ESA nursing certificate stipend. CSOs who hold a Baccalaureate degree (or higher) in criminal justice or a related field or an education-related field shall receive a monthly stipend of \$100.00. CSO's who hold a Master's degree in criminal justice or a related field or an education-related field shall

receive an additional \$150.00 monthly stipend. Disputes regarding whether a particular degree is qualifying shall be resolved in Labor Management/Meet and Confer. Such payment shall begin with the paycheck following confirmation of the award and submission of such confirmation to the Executive Director of Human Resources.

Section 12.3 – Direct Deposit

All salary warrants shall be directly deposited into a bank account identified by the employee.

Section of 12.4 – Correction of Errors

In the event of a mistake in payment resulting in underpayment, correction shall be made during the next pay cycle following a determination and verification of underpayment. In the event of a mistake in payment resulting in an overpayment, repayment deductions shall be taken from the employee's check at a rate mutually agreed upon by the employee and the District. If agreement cannot be reached on a payment plan in the current contract year, a rate not to exceed a maximum amount of one hundred dollars per month shall be deducted from the employee's paycheck for the duration of the current contract year, provided the employee remains employed with the district. A repayment plan shall be created to complete repayment in the following school year. If the employee leaves the district prior to repayment of the overpayment, the balance of the overpayment will be taken from the remaining checks in the current contract year. In no event shall underpayments or overpayments apply retroactively beyond the current school year and the prior school year.

Each year the District will notify employees in writing of their placement on the salary schedule.

ARTICLE XIII - SUBSTITUTE & TEMPORARY EMPLOYEES

Section 13.1 - Bargaining Unit Inclusion

Those substitute and temporary employees employed by the District for more than thirty (30) days of work within any contract year shall be included in the bargaining unit set forth in the Recognition clause and subject to the Association membership provisions of Article IV.

Section 13.2 - 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 13.3 - Rate of Pay

Substitute and temporary employees will be paid the first step hourly rate as set forth in Appendix A. Retired/Resigned substitute EHSA employees will be paid at the second step hourly rate as set forth in Appendix A.

Section 13.4 - Employee Benefits

Substitute and temporary employees who are expected to work at least ninety (90) days in one specific assignment shall be entitled to the pay in lieu of vacation in Section 7.2, the employee benefits provided by Article VIII, Sections 8.1 through 8.6, the leaves described in Article IX, and the appropriate step rate of pay in Schedule A.

Section 13.5 - Management Rights

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

Section 13.6 - Dismissal from Assignment

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

Section 13.7 - Application of Grievance Procedure

Substitute and temporary employees shall have the right to use the grievance procedure contained in Article XI, 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 13.8 - Other Terms and Conditions

The following provisions of this agreement shall apply to substitute and temporary employees.

Section 4.2 - Dues Deduction
Section 5.4 - Overtime
Section 5.5 - Lunch and Rest
Periods Section 8.6 - Industrial
Insurance Article X - No Strike or
Lockout Pledge

Section 13.9 – Substitutes’ Licensure

When a substitute Registered Nurse is unavailable, the District may hire a Licensed Practical Nurse to provide coverage within their scope of practice, provided that the Licensed Practical Nurse is given appropriate direction and supervision in accordance with state law and regulations.

ARTICLE XIV - 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. This agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term. The parties agree that this Agreement may only be opened by mutual agreement, as otherwise provided elsewhere in the Agreement or to address legislatively mandated changes.

ARTICLE XV - CONDITIONS OF THE AGREEMENT**Section 15.1 - 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 and the District and Association shall commence bargaining on said provision as soon thereafter as is reasonably possible.

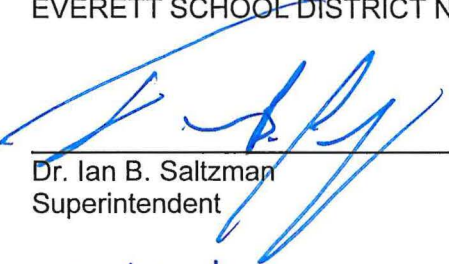
Section 15.2 - Duration

This Agreement shall be in full force and effect from September 1, 2024 through August 31, 2026.

Section 15.3 – Modifications

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

EVERETT SCHOOL DISTRICT NO. 2




Dr. Ian B. Saltzman
Superintendent

12/17/2024

Date

EVERETT HEALTH AND SAFETY
ASSOCIATION



Laura Peterson
President

12/16/24

Date

APPENDIX A – 2024-2025 SALARY SCHEDULE

EVERETT HEALTH AND SAFETY ASSOCIATION

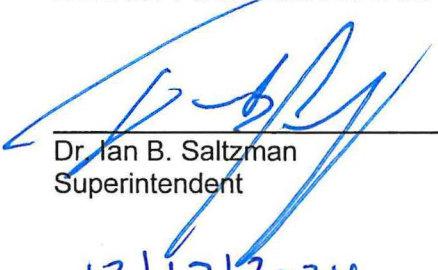
SALARY SCHEDULE

Effective September 1, 2024 – August 31, 2025

Nurse Classification	Years of School District Experience					
	0	1-2	3-4	5-9	10-14	15+
Licensed Practical Nurse (LPN)	\$36.59	\$38.04	\$38.80	\$39.90	\$40.38	\$41.36
Registered Nurse (RN)	\$49.41	\$51.73	\$52.82	\$54.06	\$55.33	\$56.72
	1-2	3-4	5-9	10-14	15+	
Campus Security Officer (CSO)	\$33.00	\$34.65	\$36.04	\$37.12	\$38.23	

A nurse who is hired to work at an overnight field trip or camp for students will be paid the nurse's hourly rate for a minimum of 8 hours per day plus any additional time logged (in fifteen minute increments) for direct student care worked, plus a stipend of \$200 for each overnight stay.

EVERETT SCHOOL DISTRICT NO. 2




Dr. Ian B. Saltzman
Superintendent

12/17/2024

Date

EVERETT HEALTH AND SAFETY
ASSOCIATION



Laura Peterson
President

12/10/24

Date

APPENDIX B - GRIEVANCE STEP ONE: (FORM A)

(Type or Print)

NOTICE OF STEP ONE GRIEVANCE

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

STATEMENT OF GRIEVANCE (use additional sheets if necessary)

A. Statement of Grievance: _____

B. Section(s) of Agreement relied upon or claimed to be violated: _____

RELIEF SOUGHT

Signature of Grievant

Date

DISTRIBUTION OF COPIES: Step One Administrator
 Association Representative
 Association President
 Executive Director of Human Resources
 Grievant

APPENDIX C - GRIEVANCE STEP ONE: (FORM B)

(Type or Print)

STEP ONE RESPONSE

(To be completed by administrator within ten (10) days after grievance hearing)

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Step One Grievance Received: _____ Date of Step One Hearing: _____

Persons at Meeting: _____

DECISION OF ADMINISTRATOR AND REASONS THEREFORE

Signature of Administrator

Date

ATTACHMENTS: Copies of exhibits presented at meeting, including Form A

DISTRIBUTION OF COPIES: Step One Administrator
 Association Representative
 Association President
 Executive Director of Human Resources
 Grievant

APPENDIX D - GRIEVANCE STEP TWO: (FORM C)

(Type or Print)

NOTICE OF STEP TWO GRIEVANCE

(To be completed by grievant within ten (10) days after grievant's receipt of Step One response)

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Step One Grievance Received: _____

STATEMENT OF GRIEVANCE (REASON FOR APPEALING TO STEP TWO)

A. Statement of Grievance: _____

B. Section(s) of Agreement relied upon or claimed to be violated: _____

RELIEF SOUGHT

Signature of Grievant

Date

ATTACHMENTS: Copies of Forms A and B

DISTRIBUTION OF COPIES: Step One Administrator
 Association Representative
 Association President
 Executive Director of Human Resources
 Grievant

APPENDIX E - GRIEVANCE STEP TWO: (FORM D)

(Type or Print)

STEP TWO RESPONSE

(To be completed by Superintendent/designee within ten (10) days after grievance hearing)

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Step Two Grievance Received: _____ Date of Step Two Hearing: _____

Persons at Meeting: _____

DECISION OF SUPERINTENDENT/DESIGNEE AND REASONS THEREFORE

Signature of Superintendent/designee

Date

ATTACHMENTS: Copies of exhibits presented at meeting, including Forms A, B and C

DISTRIBUTION OF COPIES: Step One Administrator
 Association Representative
 Association President
 Executive Director of Human Resources
 Grievant

APPENDIX F - GRIEVANCE STEP THREE: (FORM E)

(Type or Print)

DETERMINATION REGARDING ARBITRATION

(To be completed by Association President within seven (7) days after receipt of grievant's request)

Grievant: _____

School: _____

Immediately Involved Administrator: _____

Association Representative: _____

Date Grievant Received Step Two Response: _____

Date Association Received Grievant's Request: _____

DETERMINATION BY ASSOCIATION:

_____ The Association has determined that this grievance will not be submitted to arbitration.

_____ The Association has determined that this grievance is to be submitted to arbitration.

Signature of Association President

Date

ATTACHMENTS: Copies of Forms A, B, C and D

DISTRIBUTION OF COPIES: Step One Administrator
 Association Representative
 Association President
 Executive Director of Human Resources
 Grievant

APPENDIX G - SHARED LEAVE PROGRAM

For information on Everett Public Schools' Shared Leave Program, please see the District's website at: <https://www.everettsd.org/>

For information on the Shared Leave Policy and Procedures, visit the Human Resources website at: <https://www.everettsd.org/Page/9665>

The links to the Shared Leave Program forms may be accessed once you are at the HR Forms screen under the "Leave of Absence" section