

COLLECTIVE BARGAINING AGREEMENT BETWEEN
EVERETT ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL #1102
(An affiliate of the Public School Employees of Washington)

AND

EVERETT SCHOOL DISTRICT #2

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington /SEIU Local 1948
PO Box 798
Auburn, WA 98071
866.820.5652
www.pseclassified.org

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I RECOGNITION	1
ARTICLE II DEFINITIONS	1
ARTICLE I MANAGEMENT RIGHTS	2
ARTICLE IV EMPLOYEE RIGHTS	3
ARTICLE V RIGHTS OF THE ASSOCIATION	4
ARTICLE VI LEAVES	6
ARTICLE VII EMPLOYEE BENEFITS	11
ARTICLE VIII WORKING CONDITIONS	12
ARTICLE IX EVALUATION	16
ARTICLE X CHANGE IN EMPLOYMENT STATUS	17
ARTICLE XI VACATIONS AND HOLIDAYS	18
ARTICLE XII STRIKES OR LOCKOUTS	20
ARTICLE XIII GRIEVANCE PROCEDURE	20
ARTICLE XIV COMPENSATION	24
ARTICLE XV SUBSTITUTE AND TEMPORARY EMPLOYEES	26
ARTICLE XVI ENTIRE AGREEMENT	27
ARTICLE XVII CONDITIONS OF THIS AGREEMENT	28
SIGNATURE PAGE	28
APPENDIX A (Schedule A 2024-2025)	
APPENDIX B (Guidelines for Determining Administrative Support Classifications)	
MOU (Vacation Schedule Clarification)	
MOU (VEBA 2024-2025)	
MOU (WA PFML)	
MOU (Job Description & Title Review)	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

P R E A M B L E

This Agreement is made and entered into between Everett School District No. 2 (hereinafter "District") and the Everett Association of Educational Office Personnel, an affiliate of the Public School Employees of Washington (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:

A R T I C L E I

R E C O G N I T I O N

Section 1.1. Exclusive Representative.

The District hereby recognizes the Association as the exclusive representative of those positions set forth in Appendix B which shall include temporary and substitute employees to the extent provided in Article XV.

Section 1.2. Exclusions.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship pursuant to RCW 41.56.030(2) or any position for which the Association and the District have mutually agreed to exclude from the bargaining unit. Agreed upon excluded positions include:

- Executive Assistant III, Office of the Superintendent
- Executive Assistant II, Office of the Deputy Superintendent
- Executive Assistant II, Office of the Chief Academic Officer
- Executive Assistant I, Office of Executive Director of Human Resources
- Executive Assistant I, Office of The Regional Superintendent
- Executive Assistant I, Office of Executive Director of Finance & Business Services
- Executive Assistant I, Office of Executive Director of Special Services
- Human Resources Specialist I

A R T I C L E I I

D E F I N I T I O N S

Section 2.1. Employees.

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

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.

1 The term "substitute employee" shall refer to those persons employed to replace employees who are absent
2 from their regular assignment.

3
4 The term "temporary employee" shall refer to those persons employed to cover for employees on
5 authorized leaves, workload fluctuations, emergency situations, or special projects on an as-needed basis
6 not to exceed one calendar year.

7
8 **Section 2.2. Other Terms.**

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

11
12
13
14 **ARTICLE III**

15
16 **MANAGEMENT RIGHTS**

17
18 **Section 3.1. Authority of Management Officials.**

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

21
22 **Section 3.2. Exclusive Function of Management.**

23 Except to the extent specifically abridged by the express terms of this Agreement, the Association
24 recognizes the right of the District to hire, transfer, promote, demote, assign and retain employees and to
25 maintain the discipline and efficiency of its employees; the rights to lay off, or otherwise relieve employees
26 from duty because of lack of work for them to do or for other legitimate reasons; the right to establish,
27 change, and direct the methods and processes of doing work and to introduce new and improved work
28 methods or equipment; the right to determine the starting and quitting times and the number of hours to be
29 worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary
30 for the conduct of its business, and to require their observance. The exercise of the District's rights stated
31 herein is an exclusive function of management.

32
33 **Section 3.3. Reserved Rights of the District.**

34 The District reserves the right to assign employees the number of hours, days, and weeks which it
35 determines to be appropriate. The District will notify the Association of proposed changes to the normal
36 work year or workday for classes of bargaining unit employees, prior to implementation of those changes.

37
38 **Section 3.4. Subcontracting.**

39 The District shall have the right to assign work to outside contractors and shall not be required to continue
40 in existence any of its present programs in their present form and/or location or on any other basis. When
41 the contracting out of work will result in the displacement of current employees, the District agrees to
42 provide the affected employees and the Association with the reasons for such subcontracting.

43
44 Further, the District agrees to provide notice to the Association thirty (30) days prior to implementation of
45 the subcontracting. If the District should transfer, subcontract, or otherwise change the delivery of
46 secretarial services such that it is operated by any other party, the District will make a reasonable effort to
47 have the transferee, or the subcontractor offer employment to employees displaced by this transaction.

1 **Section 3.5. Nondiscrimination and Harassment.**

2 The District and the Association are committed to equal employment opportunity and providing a work
3 environment free of unlawful harassment. Employees are encouraged to use the processes set forth in the
4 Board Policies to report such issues. See Board Policy 5010 - Nondiscrimination. 5160 - Sexual
5 Harassment. 5161 - Civility in the Workplace.
6
7
8

9 **ARTICLE IV**

10 **EMPLOYEE RIGHTS**

11 **Section 4.1. Right to Join and Assist Association.**

12 It is agreed that the employees shall have and shall be protected in the exercise of the right, freely and
13 without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to
14 assist the Association shall be recognized as extending to participation in the management of the
15 Association, including presentation of the views of the Association to the Board of Directors of the District
16 or any other governmental body, group, or individual. The District shall neither encourage nor discourage
17 membership in the Association.
18
19
20

21 **Section 4.2. Matters of Personal Concern.**

22 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
23 Association representatives and/or appropriate officials of the District.
24

25 **Section 4.3. Personnel Files.**

26 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the District
27 Administration Office. Each employee shall have the right upon request to review the contents of his/her
28 official personnel file during normal working hours. The review shall be made in the presence of the
29 administrator or his/her designee responsible for the safekeeping of these files.
30

31 **Section 4.3.1.**

32 Upon request, one (1) copy of any document contained in the employee's official personnel file
33 shall be afforded the employee at employee's expense.
34

35 **Section 4.3.2.**

36 A copy of formal District generated written material addressed to the employee concerning
37 discipline or final annual evaluations will be furnished to the employee prior to or at the time it is to
38 be placed in the employee's official personnel file.
39

40 **Section 4.3.3.**

41 An employee, upon request, may have a short, concise statement of his/her own written position
42 attached to any derogatory item placed in his/her official personnel file.
43

44 **Section 4.3.4.**

45 Nothing in this Agreement shall be interpreted to limit the District's right to keep such records
46 including administrator working files as it deems necessary to meet the District's responsibilities as
47 an employer. Materials in a building administrator's working file regarding an employee's job
48 performance or personal conduct shall become null and void after twelve (12) months if not

transferred to the official personnel file or maintained as support for documentation already transferred to the official personnel file.

Section 4.4. Applicability of Public Disclosure Laws.

Nothing in this Agreement precludes the District from providing documents in accordance with public disclosure laws. The District will provide all required employee notices prior to disclosure as provided by Washington state law. Employees shall have four (4) business days to notify the District if they plan to file an injunction blocking the request. If no notice is given or if the employee declines, the District may provide the disclosure after ten (10) calendar days.

Section 4.4.1. Exemptions of Public Disclosure.

Any employee's name and/or other personally identifying information may be exempt from public disclosure law if the employee or a dependent of the employee is a survivor of domestic violence, sexual assault, stalking, abuse or harassment as defined by state law, or there is a reasonable basis to believe the employee or a dependent of the employee is at risk of domestic violence, sexual assault, stalking, abuse or harassment. The employee must submit or renew to the District a sworn statement every two (2) years, verified by the District, and in accordance with the requirements outlined in state law, or provide proof of the employee's participation in an address confidentiality program under Chapter 40.24 RCW.

ARTICLE V

RIGHTS OF THE ASSOCIATION

Section 5.1. Rights and Responsibilities.

The Association has the right and responsibility to represent the interests of all employees in the bargaining unit; to represent their views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 5.2. Bargaining Unit Information.

The District and the Association will work through labor management to provide additional information requested by the Association. The District recognizes the right of the Association to request and timely receive employee information, including but not limited to information regarding employee terminations and hires; a point in time leave report; employee contact information, such as personal and work address, phone, and email; and employee job classifications, work location or duty station, hours per day, rates of pay, and FTE status. The employer must provide the information to the exclusive bargaining representative at membership@pseofwa.org in an editable digital file format: (a) Within twenty-one (21) business days from the date of hire for a newly hired employee in an appropriate bargaining unit; and (b) every one hundred twenty (120) business days for all employees in an appropriate bargaining unit.

Section 5.2.1. New Employee Collective Bargaining Agreement.

At the time of hire, the Human Resources Department will provide each new employee access to this Agreement.

1 **Section 5.3. PSE/SEIU Local 1948 Membership.**

2 The District and the Association understand that at the center of our labor management relationship is the
3 shared interest in providing the best services to the public. Therefore, it is the expectation of both the
4 Association and the District that the District representatives shall remain neutral on the issue of Association
5 membership and respect all employees' decisions to join, decline, and maintain membership in their
6 exclusive professional advocacy organization PSE/SEIU Local 1948 (the Association) pursuant to RCW
7 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in
8 the Association upon employment with the District in the bargaining unit.
9

10 **Section 5.3.1. Access to New Employees of the Bargaining Unit.**

11 The District will provide the Everett EAEOP Membership Officer and/or designee reasonable
12 access to new employees of the bargaining unit for the purposes of presenting information about the
13 Association to the new employee. "Reasonable access" for the purposes of this section means
14 access to the new employee occurs within ninety (90) days of the employee's start date within the
15 bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the
16 new employee's regular work hours at the employee's regular worksite, or at a location mutually
17 agreed to by the District and the Association.
18

19 **Section 5.3.2. Membership Authorizations and Revocations.**

20 An employee's written, electronic, or recorded voice authorization to have the employer deduct
21 membership dues from the employee's salary must be made by the employee to the Association. If
22 the employer receives a request for authorization of deductions, the employer shall as soon as
23 practicable refer the employee to the Association.
24

25 The employee's authorization remains in effect until expressly revoked by the employee in
26 accordance with the terms and conditions of the authorization. An employee's request to revoke
27 authorization for payroll deductions must be in writing and submitted by the employee to the
28 Association in accordance with the terms and conditions of the authorization. Revocations will not
29 be accepted by the employer if the authorization is not obtained by the employee to the Association.
30 After the employer receives confirmation from the Association that the employee has revoked
31 authorization for deductions, the employer shall make necessary reasonable efforts to end the
32 deduction effective on the first payroll after receipt of the confirmation. The employer shall rely on
33 information provided by the Association regarding the authorization and revocation of deductions.
34

35 **Section 5.3.3. Dues Deductions.**

36 The District shall deduct Association dues on all gross wages monthly for all employment
37 performed under the terms of the Collective Bargaining Agreement of any employee who authorizes
38 such deductions pursuant to RCW 41.56.110 and Section 5.3.2. The District shall transmit monthly
39 dues remittance via electronic payment method to the Treasurer of the Association on a monthly
40 basis on a monthly basis and provide a copy of the remittance list to the Association President.
41

42 **Section 5.3.3.1. Local Chapter Dues.**

43 The District shall deduct local chapter dues monthly as established by the local Everett
44 EAEOP Chapter #1102 and remit to the Chapter Treasurer or chapter designee.
45

46 **Section 5.3.4. COPE.**

47 The District (Employer) agrees to deduct and to transmit to the Association a specified amount from
48 each employee's pay, as provided on the voluntarily executed COPE (Committee on Political

Empowerment) Payroll Authorization Form. The Association agrees to indemnify the District for any penalties, fines, sanctions or payments (including payments to employees for wrongfully withheld wages), attributable to withholdings pursuant to authorization deductions that have been submitted on the Association's voluntary COPE contribution forms.

Section 5.3.5. 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 deduction of Association dues pursuant to Sections 5.3, 5.3.1, 5.3.2 or 5.3.3, 5.3.4 or on account of the use of District resources described in Section 5.4.

Section 5.4. Right to Use Equipment and Facilities.

The Association shall have the right to use the District's equipment, machines and other technology for Association business during an employee's non-work hours. The Association agrees to provide all its own consumable supplies and/or reimburse the District for reasonable costs of operating such equipment if such use is more than de minimis.

The Association and its representatives may use District buildings for meetings and to transact Association business during non-working hours, or occasionally during working hours with the permission of the employees' supervisor. The Association's representatives shall reserve rooms using appropriate District channels. The Association will be allowed to post notices of activities and matters of Association concern on a bulletin board to be provided in each building in the District.

The Association will be allowed to use in-District mail service and employee mailboxes for the dissemination of announcements and information to the employees of the District. Association correspondence shall include the Association official title and indicate the Association representative issuing the correspondence. A copy of 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. An Association official shall be responsible for placing such notices in the mailboxes.

The Association acknowledges that the equipment and facilities identified in this Section are public resources that may be monitored and that Association use of this equipment and facilities does not create an expectation of privacy for their use. No Association use of District facilities or equipment will interfere with the operation of the District's business or cause additional expense to the District. Association members shall not use the public resources identified in this Section for personal purposes (matters which do not relate to official Association or District business). The Association 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.

Section 5.5. Work Year Calendar.

The District shall bargain with the Association regarding employees' work calendars prior to adoption. For any school year in which the parties have yet to agree upon a calendar for the following school year, the Association and the District will meet prior to April 1 for the purpose of agreeing upon a calendar for that school year. If agreement is not reached by June 1, the District may establish a calendar setting forth the work year, which shall include the following:

- 1 A. A work year consistent with the number of work and instructional days in the previous
2 year; and
3 B. Holidays/Breaks as set forth in the current year's calendar.
4

5 **Section 5.6. Association Leave.**

6 When leave would not seriously impair educational services to students, and with reasonable advance
7 notice from the Association, the District will release the Association President or other persons designated
8 by the President as representing the Association for a specified period of time to assist the Association in
9 achieving harmonious labor relations and a cooperative effort between bargaining unit members and school
10 district management without the obligation of making up the time. The Association shall reimburse the
11 District the cost any substitute employee hired to replace the employee during the leave upon receipt of a
12 billing from the District.
13

14 **Section 5.6.1. Association Leave for Association State Leadership.**

15 Consistent with the principles and practices above, any bargaining unit member who holds a state
16 elected position in the Association shall be permitted to utilize intermittent release time when such
17 time is paid in full by the Association.
18

19 **Section 5.7. Privileged Communication.**

20 It is the fiduciary duty of the Association to act on behalf of the employees it represents pertaining to
21 privileged communication regarding employment relations with the employer, this includes all personnel
22 matters, grievances, labor disputes, wages, rates of pay, hours of employment, all working conditions and
23 collective bargaining. The employer will follow all applicable laws relating to privileged communication
24 and disclosure.
25
26
27

28 **ARTICLE VI**

29 **LEAVES**
30
31

32 **Section 6.1. Illness, Injury and Emergency Leave Entitlement.**

33 Each employee shall be entitled to a maximum of twelve (12) days of compensated leave each year to be
34 used for illness, injury and emergencies, which shall be advanced in the employee's September pay
35 warrant.
36

37 **Substitute Employees:** Substitute and temporary employees shall accrue one (1) hour of sick leave for every
38 forty (40) hours they work during a contract year. Substitute employees may use sick leave if they are already
39 scheduled to work.
40

41 **Section 6.2. Use of Leave for Illness or Injury.**

42 Employees shall be allowed leave for illness or injury up to the amount of their accumulated leave days
43 under one (1) of the following conditions:
44

- 45 A. During an illness or injury which has incapacitated the employee from performing his/her
46 duties.
47 B. To care for a family member as defined in RCW.49.46.210. As of the date of this Agreement,
48 "family member" is defined as:

- A child, including a biological, adopted, or foster child, stepchild or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; or
- A biological, adoptive, de facto, or foster parent, stepparent or legal guardian of an employee, or the employee's spouse or registered domestic partner or person who stood in loco parentis when the employee was a minor child; or
- A spouse, registered domestic partner, grandparent, grandchild, or sibling.

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. Other reasons as outlined in RCW 49.46.210.

Any employee absent five (5) or more consecutive workdays due to the conditions set forth above may be required to present a licensed medical practitioner's certificate which verifies the employee's ability to return to work. The parties agree and understand that the supervising administrator may in the event he/she sees a pattern of regular, excessive or unusual absences, discuss such with an employee. Such discussion may lead to disciplinary action. An employee may be represented by a designated official of the Association in all such meetings.

Section 6.3. 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 one (1) day of emergency leave to attend the funeral of a close friend or colleague.
- 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 be considered as a valid reason for emergency leave per Section 6.13.
- E. Emergency leaves will not be granted for reasons connected with other leave provisions contained in this Agreement, except for bereavement leave (Section 6.6.).

A written application for emergency leave must be submitted to the Human Resources Department on the day of return to work.

Section 6.4. Accumulated Leave.

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

Section 6.5. Personal Leave.

Each two hundred sixty (260) day employee shall be entitled to two (2) paid days of leave for personal reasons and each less than two hundred sixty (260) day employee shall be entitled to three (3) paid days of leave for personal reasons. These days shall not be deducted from sick or emergency leave. Entitlement to this leave shall be credited on September 1. This leave must be submitted for approval two (2) working days in advance. Personal leave may be used only within the work calendar for which it was allocated. Effective beginning the 2023-2024 school year, each employee shall be entitled to three (3) paid days of leave for personal reasons.

Section 6.5.1. Personal Leave Carry Over/Cash Out.

Effective beginning the 2023-2024 school year, upon notification of the employee, up to two (2) unused personal days may be carried over into the next contract year. Unused leave may be accumulated from one year to the next provided an employee may only have an accumulation of five (5) days available in a year.

Section 6.6. Coordination with Industrial Insurance.

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 four (4) options:

- The industrial insurance payment only
- The industrial insurance payment, plus proportionate leave to equal the employee's regular salary or
- The industrial insurance payment, plus one (1) full day of paid leave for each day of absence.
- One (1) full day of available paid leave for each day of absence and no industrial insurance payment

Section 6.7. 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 the employee's spouse/ partner, child, parent, sibling, grandchild, grandparent, or any of these family members related to the employee in a step or in-law relationship and any additional circumstances can be considered on a case-by-case basis.

An employee may use up to one (1) day of emergency leave, or unpaid leave if employee does not have an emergency leave balance, to attend the funeral of a close friend or colleague. An employee may also use compensatory time, available paid leave, or unpaid leave in accordance with normal District policies and procedures to attend the funeral of a close friend or colleague.

Section 6.8. Superintendent's Discretion.

The Superintendent shall have the right to provide leave for persons not covered by the provisions of Sections 6.7 and 6.8, as well as add to the number of days allowed for such leaves. It is intended that this provision will be used in unusual or extraordinary circumstances, at the sole discretion of the Superintendent.

Section 6.9. 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.

1 **Section 6.10. Leave of Absence.**

2 The District may grant employees a leave of absence for the following reasons:

- 3
- 4 A. Compelling Personal Matters/Education. Upon recommendation of the employee's supervisor and
5 approval of the Superintendent, an employee may request a leave of absence for a specified period,
6 not to exceed twelve (12) months. Upon return from leave, the employee may be assigned to a
7 position comparable to that which the employee held at the time the request for the leave of absence
8 was approved.
- 9
- 10 B. Medical/Disability. Upon submission of a written request and appropriate medical documentation,
11 an employee may request a leave of absence for the duration of the medical/disability period, not to
12 exceed two (2) years, as per qualifying reasons under the Washington Paid Family Medical Leave
13 (PFMLA). All available paid leave may be used during this absence.
- 14
- 15 C. Maternity/Paternity. Upon submission of a written request and appropriate medical documentation,
16 an employee may request a leave of absence for the duration of the maternity period as per the
17 PFMLA. All available paid leave may be used during this absence.
- 18
- 19 D. Childcare. Upon submission of a written request to Human Resources, an employee may request a
20 childcare leave of absence for a period not to exceed twelve (12) months. Upon return from leave,
21 the employee may be assigned to a position comparable to that which the employee held at the time
22 the request for the leave of absence was approved.
- 23
- 24 E. Adoption. Upon submission of a written request to Human Resources, an employee may request a
25 leave of absence for the purposes of an adoption for a period not to exceed twelve (12) months.
26 Upon return from leave, the employee may be assigned to a position comparable to that which the
27 employee held at the time the request for the leave of absence was approved.
- 28
- 29 F. "Active Duty"/Injured Service Member. Upon submission of a written request and appropriate
30 medical documentation to Human Resources, an employee may request a leave as per the FMLA.
- 31
- 32 G. Spouse of Deployed Military Personnel. Upon submission of a written request to Human
33 Resources, an employee may request a leave as per RCW 49.77.
- 34
- 35 H. Victim of Domestic Violence, Sexual Assault, and Stalking. Upon submission of a written request
36 to Human Resources, an employee may request a leave as per RCW 49.76.
- 37

38 **Section 6.11. Military Leave.**

39 Employees will receive leave for military duty consistent with requirements of law.

40

41 **Section 6.12. Attendance Incentive Program.**

42 Pursuant to RCW 28A.400.210 and WAC 392-136 and any amendments thereto, in order to further
43 encourage regular attendance by all employees, the following attendance incentive program is hereby
44 established.

45

46 **Section 6.12.1. Annual Conversion of Accumulated Sick Leave.**

47 During each January, any employee who at the end of the immediately previous calendar year shall
48 have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick

1 leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of
2 twenty-five percent (25%) of the employee's current, full-time daily rate of compensation for each
3 full day of eligible sick leave. Any such election shall be made by written notice to the District
4 during the month of January on a form and pursuant to instructions provided by the District. Any
5 such annual conversion of accumulated sick leave shall be subject to the terms and limitations of
6 applicable state law and regulations.

7
8 **Section 6.12.2. Conversion of Sick Leave Upon Separation or Death.**

9 Any eligible employee who separates from employment under the conditions defined in RCW
10 28A.400.210 may elect (personally or by his/her personal representative, as appropriate) to convert
11 accumulated unused sick leave days to monetary compensation at the rate of twenty-five percent
12 (25%) of the employee's full-time daily rate of compensation at the time of separation from
13 employment for each full day of eligible sick leave. Any such conversion of sick leave upon
14 eligible separation or death shall be subject to the terms and limitations of applicable state law and
15 regulations.

16
17 **Section 6.12.3. Termination of Attendance Incentive Program.**

18 The District will terminate this program immediately upon the failure of the voters to approve a
19 maintenance and operation levy.

20
21 **Section 6.13. Inclement Weather.**

22 **A. 260 Employees:**

23 In the event an employee's worksite is closed or has a late start time due to weather conditions,
24 employees with an annual assignment of two hundred sixty (260) days will be expected to arrive
25 at a worksite as close to the regular workday start time as is safe. Such employees may use
26 vacation days, personal leave emergency leave, or leave without pay if they do not report to
27 work or work less than their scheduled hours because of inclement weather. Employees also
28 may use compensatory time in accordance with normal District policies and procedures. If
29 unable to report to work, contact your supervisor and report leave.

30
31 With supervisor approval, two hundred sixty (260) day employees may work remotely in place
32 of reporting leave. The time worked remotely will be logged and submitted to the supervisor
33 and Human Resources for their records.

34
35 **B. Less Than 260 Employees:**

36 In the event an employee's worksite is closed due to inclement weather, employees assigned
37 less than two hundred sixty (260) days shall not report to school/worksite and shall make-up the
38 day later in the school year along with the students. In the event school(s) have a late start time
39 due to weather conditions, employees with an annual assignment of less than two hundred sixty
40 (260) days will be expected to arrive at school/worksite as close to the regular workday start
41 time as is safe. Such employees may use personal leave, emergency leave, or leave without pay
42 if they do not report to work or work less than their scheduled hours because of inclement
43 weather. Employees also may use compensatory time in accordance with normal District
44 policies and procedures.

ARTICLE VII
EMPLOYEE BENEFITS

Section 7.1. School Employees Benefit Board Program (SEBB).

Employees shall receive health and other insurance benefits through the School Employees Benefit Board Program (SEBB). Benefits provided will include but will not be limited to Basic Life and Accidental Death and Dismemberment insurance (AD&D), Basic Long Term Disability, Vision, Dental and a Medical Plan, as enumerated in RCW 28A.400.275. Employees will also have the option to enroll in supplemental insurances such as the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) and Long-Term Disability (LTD). The District shall make available information about the health and wellness benefits for the SEBB program, eligibility, dependent coverage, continuity of coverage, and benefit termination/end on the District public website for all to review.

Section 7.2. VEBA.

The District has adopted a VEBA health reimbursement arrangement pursuant to RCW 28A.400.210 and the District agrees to make contributions to VEBA on behalf of all employees in the bargaining unit who are eligible to participate in the arrangement. All eligible employees will be required to sign and submit to the District, a VEBA Membership Enrollment Form and Hold Harmless Agreement, complying with RCW 28A.400.210. The Association shall notify and re-authorize such agreement with the District annually consistent with IRS regulations.

Section 7.2.1. Reopener for VEBA Contributions.

If during the term of this Agreement another Everett School District Union or Association is awarded a District contribution to VEBA, the parties will meet and confer to negotiate an EAEOP District contribution to VEBA.

Section 7.3. FMLA.

The District agrees to implement the Family and Medical Leave Act (FMLA) for eligible employees per Board Policy. Leave provided under FMLA shall be coordinated with any other approved leave of absence.

Section 7.4. WA 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 and coordinated by the employee through the Washington State Employment Security Division. The District shall pay the employer portion of the premium and the employee shall pay the employee's portion. Employees absent for reasons which are covered by the Washington Paid Family and Medical Leave Act may currently be eligible for State benefits payments, as provided under Section 7.4 of the Parties' 2022-2024 Collective Bargaining Agreement.

Section 7.5. Industrial Insurance.

The District shall make required contributions for State Industrial Insurance on behalf of the employees. In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. Any supplemental payments by the District will be funded through a deduction made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. In lieu of automatic supplementation,

employees may elect not to use their accrued sick leave and only receive Industrial Insurance, or any of the options referenced in Section 6.6 of this Agreement.

ARTICLE VIII

WORKING CONDITIONS

Section 8.1. Workweek.

The standard workweek for full-time employees shall consist of forty (40) hours.

Section 8.2. Overtime.

All authorized hours worked over forty (40) per week shall be paid at the rate of one and one-half (1½) times the employee's base pay. If the employee's supervisor directs an employee in writing to work on a holiday recognized in this agreement, the employee shall be paid at the rate of two (2) times the employee's base pay. Authorized work on a holiday that is not required shall be paid at the appropriate rate of pay (regular or overtime). Paid holiday hours shall count as hours worked toward the threshold of forty (40) hours per week.

Section 8.2.1. Compensatory Time.

An employee may, at his/her option, request compensatory time off in lieu of overtime compensation of payment for hours worked beyond the employee's normal work shift. Compensatory time is subject to the approval of the supervisor. Compensatory time, if granted, may be accumulated; provided, however that records shall be maintained and the employee will be provided an opportunity to expend the accumulated time within their current work year. No employee may accumulate a compensatory time balance in excess of forty (40) hours, and excess hours shall be automatically paid as time worked. The District shall compensate employees for all accumulated compensatory time, at the appropriate rate, not expended within their normal work year in the August pay warrant. Accumulated compensatory time may not be carried over from year to year.

The District shall not solicit employees to accept compensatory time in lieu of other compensation. Compensatory time in lieu of overtime as provided in this Section, shall be accrued at the rate of one and one half (1½) hours for each hour over forty (40) hours worked per week. Employees shall not volunteer for work in any assignment in which they would normally receive compensation.

Section 8.3. Workday.

A standard workday for full-time employees shall consist of eight (8) hours, exclusive of an unpaid duty-free lunch period.

Section 8.3.1. Alternate Summer Work Schedule.

By May 15 each year the District shall determine whether or not to offer the option of alternate summer schedules. If an alternate summer work schedule is offered, full-year (two hundred sixty (260) day) employees who may elect to work an alternate work schedule as follows:

- A. The alternate work schedule will start no later than the first Monday following the last day of school and will end no later than the second Friday in August.

- B. The alternate work schedule will consist of work ten (10) hours per day for four (4) days per week.
- C. During the week in which the Fourth of July occurs, employees will work a regular eight (8) hour schedule.
- D. Employee participation is strictly voluntary and employee may choose to work the alternate schedule for only a portion of the designated period.
- E. Employees must have the approval of their immediate supervisor to participate, and supervisor approval is subject to the following considerations: workload demands and arrangement for adequate office coverage.

Section 8.4. Meal and Rest Periods.

Employees working over five (5) hours per day shall be allowed a meal period of at least thirty (30) minutes on the employee's time; provided, a given meal period shall not be on the employee's time when the employee is required by the Employer to remain on duty on the premises or at a prescribed work site in the interest of the Employer; provided, further, employees required to work through their regular meal period will be given a meal period or equivalent time off at a later time that day or in the event the District requires an employee to forego a meal period and requires the employee to work the entire shift including the meal period, the employee shall be compensated for the foregone meal period at the employee's regular hourly rate.

Employees shall be allowed a duty-free rest period of not less than ten (10) minutes, on the Employer's time, for each four (4) hours of continuous working time. Scheduling the rest period into the employee's workday is not required where the nature of the work allows employees to take intermittent rest periods equal to ten (10) minutes for each four (4) hours worked. However, upon employee request, a rest period of ten (10) consecutive minutes shall be scheduled into the employee's workday. For scheduling purposes, no employee shall be required to work more than three (3) continuous hours without a rest break.

Section 8.5. Probationary Periods.

Each new employee shall be subject to a ninety (90) workday probationary period commencing with his/her first 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. A probationary employee shall receive a copy of his/her job description(s) upon employment with the District. At the request of the probationary employee, the employee's immediate supervisor shall meet with the employee to discuss job performance. Prior to the conclusion of the probationary period, a probationary employee shall receive a copy of the written evaluation from his/her immediate supervisor.

Section 8.6. Seniority.

The seniority of each employee shall be established as of the employee's first compensated day of employment as a classified employee in the bargaining unit.

Section 8.7. Loss of Seniority.

The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation
- B. Discharge for justifiable cause
- C. Retirement
- D. Leave of absence exceeding twenty-four (24) months or
- E. Failure of an employee to return to work upon recall from layoff

The seniority rights of an employee shall not be lost and shall accrue for the following reasons:

- A. Time lost by reason of on-the-job accident or illness
- B. Time lost due to judicial leave or
- C. Change in job classification within the bargaining unit

The seniority rights of an employee shall not be lost and shall not accrue for the following reasons:

- A. Time lost due to other authorized leave of absence of less than twenty-four (24) months
- B. Time lost due to layoff status or
- C. Transfer to a position outside of the Association but within the District

Section 8.8. Position Opening.

Position openings within the bargaining unit will be announced for a minimum of seven (7) workdays prior to filling such openings; except when such openings are to be filled by employees on the employment list as set forth in Article X, Section 10.4. The President of the Association will also be sent an announcement of the position opening.

Section 8.9. Filling Position Openings.

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.

In addition, the District shall consider the requirements and intentions of laws and regulations concerning equal employment opportunity and affirmative action programs in filling position openings. If two (2) or more applicants for the position are equal based on the criteria provided for in this Section, then seniority shall prevail. The District shall be the sole judge of the applicant's ability, qualifications, skills, experiences, and other relevant factors; provided such judgment is not exercised in an arbitrary and capricious manner.

Any employee applying for a position opening who is not selected may request either: (1) a written explanation of the bypass if the employee is passed over in seniority, or (2) a meeting with District personnel to identify and discuss the reasons that he or she was not selected. The request must be submitted in writing to the Human Resources Department within five (5) workdays after the employee was notified that he or she was not selected. The written explanation or meeting with District personnel shall be provided within five (5) workdays of the request.

Reasonable attempt will be made to notify an employee who was interviewed regarding the outcome of the hiring before the name of the successful candidate is announced.

Section 8.10. Compliance with Nondiscrimination Statutes.

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

Section 8.11. Job Descriptions and Reclassification.

The District agrees to establish job descriptions for all positions covered by this Agreement and to make the same available to the Association President or their designee. All current job descriptions shall be made electronically available so all members may have access to them. Substantial changes to current job descriptions impacting the hours, wages, and working conditions of the employee or new job descriptions

covering employees under this Agreement will be made available to the Association President or designee in advance of the implementation.

If an employee believes there is a substantial change in their assigned duties or responsibilities that is not reflected in, or should be removed from, the employee's job description, the employee should communicate the same to the Association and the employee's supervisor. If the Association believes that there is a substantial change in the status of a position, and the Association communicates this belief to the District, in writing, the District will review the position and job description, and will either modify the job description or communicate, in writing, to the Association its reason for not modifying the job description. No employee may generate more than one (1) review request during any school year. If two (2) or more employees generate the same or substantially similar review request, the District may utilize the initial review determination to approve or deny the request.

The District will address and resolve requests in the following order:

- (1) Written or verbal clarification to the employee and Association of the employee's job description or duties
- (2) Amendment to the employee's job description or reassignment of the employee's duties that do not align with the employee's assignment
- (3) Reclassification of the employee or the employee's position

Reclassification will take effect at the beginning of the next school year. Any wage adjustment shall take effect at the beginning of the next school year.

Any substantial changes impacting hours, wages or working conditions, and wage adjustments in job descriptions may possibly result in negotiations between the District and the Association. Nothing in this process guarantees a change to an employee's job description, duties, classification, or wages.

Section 8.12. Higher Classification.

Current regular employees who are requested to fill in for an employee in a higher paid position for at least seven (7) consecutive days shall receive the first step rate of pay for the position being filled that provides an increase beginning on, or retroactive to, the first day of the assignment.

Section 8.13. Trial Period.

Each employee who applies for and is transferred to a new position shall serve a trial period of sixty (60) workdays. An employee serving a trial period who is found to be performing unsatisfactorily in the new position will be afforded an opportunity, in lieu of termination, to return to a position comparable to the one held prior to transfer.

ARTICLE IX

EVALUATION

Section 9.1.

Within the first thirty (30) days of employment, the employee's immediate supervisor will meet with the employee to review the employee's job responsibilities.

1
2 **Section 9.2.**

3 Employees within the bargaining unit may be evaluated at any time; however, employees who have
4 successfully completed their probationary period shall be formally evaluated at least once each year.

5 Employees who work fewer than two hundred sixty (260) days and who have completed their probationary
6 period shall be evaluated at least once each school year no later than the end of the first full week of June.

7 Two hundred sixty (260) day employees who have completed their probationary period shall be evaluated
8 at least once each school year no later than August 31.
9

10 **Section 9.3. Unsatisfactory Performance.**

11 If the performance of an employee who has already completed his/her probationary period is rated
12 unsatisfactory, the immediate supervisor shall arrange a conference with the employee. The employee's
13 Association representative may attend said conference if so requested by the employee and the employee's
14 immediate supervisor is notified of this in advance. Said conference shall occur within ten (10) workdays
15 of the employee's notification of unsatisfactory performance unless mutually agreed otherwise. The
16 immediate supervisor shall discuss and reduce to writing the specific area of concern and the improvement
17 required for a satisfactory evaluation.
18

19 **Section 9.3.1. Plans of Improvement.**

20 When a Plan of Improvement (POI) is deemed necessary by the District, the employee's supervisor
21 will describe job related performance problems to the employee in writing, providing examples and
22 specific descriptions of sub-standard performance. A POI generally should address the following, as
23 applicable:
24

- 25 1. Performance expectations including what or how much is to be done, and the level of
- 26 performance.
- 27 2. The skill, knowledge and/or practices the employee must acquire and use.
- 28 3. Who will monitor improvement.
- 29 4. A reasonable timeline and a check-in schedule will be established in which to achieve the
- 30 required change(s).
- 31 5. The supports that will be provided to help the employee acquire the skills.
32

33 The District may elect to use a POI before or after an evaluation of performance to help employees
34 acquire skills needed. A POI may be developed to provide extra support to achieve the required
35 changes. POI's will be retained in the employee's personnel file. An employee position statement
36 can be attached to the POI.
37

38 **Section 9.4.**

39 Employees may be subject to termination or non-renewal of employment based on documented
40 performance concerns.
41

42 **Section 9.5.**

43 Alleged violations of the evaluation procedures contained in Sections 9.1, 9.2, 9.3 and 9.4 above shall be
44 subject to the provisions of the grievance procedure contained in this Agreement. However, disagreement
45 over the content of the evaluation and the rating itself is not subject to the grievance procedure contained in
46 this Agreement.
47
48

ARTICLE X

CHANGE IN EMPLOYMENT STATUS

Section 10.1. Disciplinary Action.

The District shall have the right to discipline or discharge an employee for just cause. Employees have the right to attach comments to disciplinary notices which are placed in their personnel files. Upon written request of the employee to the Executive Director of Human Resources, written warnings and reprimands which are more than three (3) years old shall be removed from the employee's personnel file, unless the material refers to behavior of a serious nature which could include but not be limited to inappropriate behavior with students and criminal acts and sexual harassment, provided there are no other disciplinary notices in his/her file.

The District will exercise progressive standards of discipline. Depending upon the severity of the offense, discipline may begin at any step. However, if circumstances justify, some steps may be eliminated. Such discipline shall include, but is not limited to, the following steps:

- A. Verbal Warning
- B. Written Warning
- C. Letter of Reprimand
- D. Suspension Without Pay
- E. Termination

A disciplinary verbal warning, to the extent possible, shall be conducted privately so as not to embarrass the employee in front of other employees, students or the public.

Section 10.2. 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 two (2) weeks accrued and unused vacation.

Section 10.3. Layoff Procedures.

In the event layoffs are required, employees shall be selected for layoff by reverse seniority within each of the position titles set forth in the Salary Schedule. The least senior employee within a position title shall be allowed to "bump" the least senior employee to them within lower position titles with as close to the same number of calendar days per year and hours per day as reasonably possible. If the District determines that a junior employee is substantially more qualified than a senior employee, that junior employee shall be retained. An employee cannot benefit in hours or wages from another employee's layoff.

Section 10.3.1. Notification.

The District shall notify the Association in writing and the affected employees verbally of job assignments that are being considered for elimination as soon as reasonably possible, but no later than the last student day of school. The District shall provide the Association a list of employees scheduled for layoff as soon as such list is finalized.

Section 10.4. Recall from Layoff.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the

District according to order of layoff. Such employees shall be considered first in filling an opening in the classification held immediately prior to layoff, provided that they possess the ability, skills and qualifications required by said opening. Names shall remain on the reemployment list for two (2) years, unless the District is notified by the employee that he/she no longer wants to be considered for future openings. Affected employees shall retain accrued sick leave, vested vacation rights, seniority and longevity while a member of the employment pool but shall not accrue additional benefits during this time.

Section 10.5. Obligations of Laid Off Employees.

An employee on layoff shall provide his/her contact information in writing to the Human Resources Department and shall thereafter promptly advise the District in writing of any change of 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. An employee on layoff status who does not accept an offer of reemployment forfeits seniority and all other accrued benefits.

Section 10.6. Alternatives to Layoff.

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

Section 10.7. Prohibition Against Use in Classroom.

Employees covered by this Agreement shall not be used as a certificated employee.

ARTICLE XI

VACATIONS AND HOLIDAYS

Section 11.1. Vacation Schedule.

All employees with an annual assignment of two hundred sixty (260) days will receive vacation for each year of continuous service as shown on the table below. Employees assigned less than two hundred sixty (260) days shall be paid a prorated vacation credit in each month's pay warrant.

Years 1 through 4	13 days vacation
Years 5 through 10	18 days vacation
11 years	19 days vacation
12 years	20 days vacation
13 years	21 days vacation
14 years	22 days vacation
15 years	23 days vacation
16 years	24 days vacation
17 years	25 days vacation
18 years	26 days vacation

Section 11.2. Vacation Anniversary Date.

Advancement on the vacation schedule shall be based on length of service in the bargaining unit and shall be effective the first of September each year. New employees who have been in the bargaining unit at least six (6) months prior to the first of September shall receive a year of service for vacation credit. New

employees in the bargaining unit less than six (6) months prior to the first of September shall begin their first official year of service for vacation credit on September 1 following their start date. All new employees hired after September 1 will receive pro-rated vacation benefits for their first year of employment.

Section 11.3. Vacation Accrual.

Vacation hours shall be advanced in the September pay warrant.

Section 11.3.1. Separation.

Any employee leaving the employment of the District will receive accrued vacation, not to exceed two hundred forty (240) hours. Upon the death of an employee in active service, prorated vacation pay, not to exceed two hundred forty (240) hours, will be made to the estate of the deceased employee. No employee, or his or her estate, shall be entitled to cash out more than two hundred forty (240) hours of accrued vacation in his or her final two (2) years of employment.

WAC 415-112-415. Should an employee leave District employment before the end of the current contract year, for reasons other than layoff as described in Section 10.3, the District may recoup those vacation hours that were advanced to the employee in the September pay warrant but not yet earned. (For example: a twelve (12) year employee who was advanced eighteen (18) days of vacation in September and who leaves District employment in the middle of their contract year may have nine (9) days of vacation recouped by the District.)

Section 11.3.2. Vacation Carry Over & Cash Outs

Employees may carry over up to ten (10) unused vacation days annually to a maximum bank of forty (40) days. Any vacation days over forty (40) on September 1 of each year shall be forfeited.

Section 11.4. Use of Vacation Credits.

Employees may use accrued vacation days on days approved by his/her supervisor.

Section 11.5. Holidays.

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

- | | |
|-------------------------------|--|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Jr. Day | 9. Native American Heritage Day (also known as the Day after Thanksgiving) |
| 3. Presidents' Day | 10. Christmas Eve Day |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Day after Christmas |
| 6. Labor Day | 13. New Year's Eve Day |
| 7. Veterans' Day | |

Juneteenth shall be added to Section 11.5 if the District's Board of Directors establishes Juneteenth as a paid District holiday, or 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.

In the event that a holiday identified above falls on a weekend, the District shall designate whether the day before or the day after the weekend or some other day shall be observed as the holiday. As an alternative,

1 the District may pay eligible employees for the weekend holiday rather than designate another day to be
2 observed as the holiday.

3 4 5 6 **ARTICLE XII**

7 8 **STRIKES OR LOCKOUTS**

9 10 **Section 12.1. No-Strike Pledge.**

11 The Association and employees agree not to cause or engage in any strike, slowdown, sickout, or other
12 work stoppage during the term of this Agreement. Employees who engage in any of the foregoing actions
13 shall be subject to such disciplinary action as may be determined by the District. Should a strike,
14 slowdown, or other work stoppage occur by any other bargaining unit, the Association shall immediately
15 instruct its members to return to work.

16 17 **Section 12.2. Lockout.**

18 The District agrees there will be no lockout of employees during the term of this Agreement.
19
20
21

22 **ARTICLE XIII**

23 24 **GRIEVANCE PROCEDURE**

25 26 **Section 13.1. Purpose.**

27 The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of employee
28 grievances.
29

30 **Section 13.2. Definition.**

- 31 ○ "Grievant" shall mean an employee having a grievance, or, in connection with Association Rights
32 (Article V), the Association.
- 33 ○ "Grievance" is a dispute or disagreement involving the interpretation or application of the express
34 terms of this Agreement.
- 35 ○ "Days" as used in this procedure shall mean workdays the District Offices are open for business.
36

37 **Section 13.3. Time Limits.**

38 The failure of a grievant to meet the stipulated time limits set forth in Section 13.5 shall cause the grievance
39 to be deemed waived. If the stipulated time limits are not met by the District, the aggrieved employee, or
40 the Association, where applicable, shall have the right to submit the grievance to the next level of the
41 procedure. The time set forth in Section 13.5 may be extended by mutual written agreement.
42

43 **Section 13.4. Rights to Representation.**

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

1
2 **Section 13.5. Procedure.**

3 The parties agree that it is desirable for problems to be resolved between an employee and his/her
4 supervisor, and nothing herein shall prevent an employee from taking up a grievance with his/her
5 supervisor prior to formal filing of said grievance.
6

7 **Step One – Informal Level.**

8 Within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty
9 (20) days after the event is known or reasonably should have been known, the employee will attempt to
10 resolve the grievance informally by setting an informal grievance meeting with the administrator. The
11 administrator will respond informally within ten (10) days of the employee's presentation. The
12 informal presentation and response at this level may be oral or written.
13

14 **Step Two – Formal Level.**

15 If the grievance is not settled at Step One, then the aggrieved employee may submit the grievance to the
16 Human Resources Department designee within ten (10) days after receipt of the supervisor's response.
17

18 This written grievance shall include:

- 19
20 (1) the nature of the grievance; and
21 (2) the Section(s) of this Agreement that allegedly have been misinterpreted or misapplied; and
22 (3) the recommended remedy to the grievance.
23

24 The Human Resources Department designee shall inform the aggrieved employee and the Association in
25 writing of the disposition of the grievance within ten (10) days after receipt of the grievance.
26

27 Association grievances shall be initiated at Step Two within twenty (20) days of the date the alleged
28 grievance is discovered or reasonably should have been discovered.
29

30 **Step Three – Superintendent Level.**

31 If the grievance is not settled at Step Two, and the Association believes the grievance to be valid, then the
32 Association may submit the grievance to the Superintendent or his/her representative within ten (10) days
33 after receipt of the supervisor's response. The Superintendent's representative shall inform the aggrieved
34 employee and the Association in writing of the disposition of the grievance within ten (10) days after
35 receipt of the grievance.
36

37 **Step Four – Arbitration Level.**

38 If the grievance is not settled at Step Three, then the Association may, within ten (10) days after receipt of
39 the District's Step Three response, submit the grievance to binding arbitration, with written concurrence of
40 the aggrieved employee. Such submission shall be by written notice to the Superintendent or his/her
41 representative.
42

43 **Section 13.6. Selection of Arbiter - Agreement.**

44 In regard to each case submitted to arbitration, the parties will attempt to agree on an arbiter to hear and
45 decide the particular case. If the parties are unable to agree to an arbiter within fourteen (14) days after
46 submission of the written request for arbitration, the provisions of Section 13.7 shall apply to selection of
47 an arbiter.
48

Section 13.7. Selection of Arbiter - AAA.

In the event an arbiter is not selected pursuant to the provisions of Section 13.6, the parties shall jointly request the American Arbitration Association 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 13.8. 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. A hearing shall be opened by filing of the oath of the arbiter and by the recording of the place, time and date of hearing, the presence of the arbiter and parties, and counsel, if any. Exhibits, when offered by either party, may be received in evidence by the arbiter. The names and addresses of all witnesses and exhibits in order received shall be made a part of the record. 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, and the arbiter's jurisdiction shall be limited to the issues specified in the 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 arbiter may receive and consider the evidence of witnesses by affidavit but shall give it only such weight as he/she deems proper after consideration of any objections made to its admission.
- I. The arbiter shall inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the arbiter shall declare the hearing closed and a note thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final date set by the arbiter for filing such brief or documents. The time limit within which the arbiter is required to make his/her award shall commence to run, in the absence of other agreement by the parties, upon the closing of the hearings.
- J. The parties may provide, by written agreement, for the waiver of oral hearings.
- K. There shall be no communications between the parties and a neutral arbiter other than at oral hearings, except with the express consent of the other party.
- L. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- M. 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 Association. All other costs will be borne by the party incurring them.
- N. 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 (½) of the stenographic costs.

Section 13.9. 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 part. The arbiter does not have authority to render any decision or award contrary to law.

Section 13.10. Time Limitation as to Back Pay.

Grievance claims regarding retroactive compensation shall be limited to sixty (60) calendar days prior to written submission of the grievance at Step One of the grievance procedure, provided, however, that this limitation may be waived by mutual consent of the parties.

Section 13.11. 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 13.12. Information for Grievance Processing.

The District will furnish the Association pertinent information relating to the processing of a grievance.

Section 13.13. Continuity of Grievance.

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

Section 13.14. Discrimination.

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

ARTICLE XIV

COMPENSATION

Section 14.1. Salary Schedule.

All employees covered by this Agreement will be paid in accordance with the salary schedule set forth in Appendix A.

Effective each September 1 for the 2024-25, 2025-26, and 2026-27 school years, the Step 1 wage rates shall be increased by the state-funded inflationary rate for classified staff (IPD).

Effective September 1, 2024, Step increments for all positions shall be as follows:

Step 2: increase the Step 1 wage rate by four percent (4%).

Step 3: increase the Step 2 wage rate by four percent (4%).

Step 4: increase the Step 3 wage rate by three percent (3%).

Step 5: increase the Step 4 wage rate by three percent (3%).

Effective September 1, 2025, additional Step increments shall be added as follows:

Step 10: increase the Step 5 wage rate by three percent (3%).

Step 16: increase the Step 10 wage rate by three percent (3%).

Effective September 1, 2026, additional Step increments shall be added as follows:

Step 12: increase the Step 10 wage rate by three percent (3%).

Step 16: increase the Step 12 wage rate by three percent (3%).

If the state provides any other increases in classified employee funding in a manner that must be expended on salary increases this Agreement shall reopen solely for the purpose of determining how to apply the salary increase to the wage rates in Appendix A.

Section 14.1.1. Substitute Rate of Pay.

Substitute rate of pay for all positions under this collective bargaining agreement shall be ninety percent (90%) of the first step of the Office Assistant position.

Section 14.1.2. Longevity From Other Districts or Occupations.

Office professionals shall retain longevity that is earned for service from other Washington state

school districts to the extent required by law. Beginning September 1, 2024, new employees shall receive salary credit for service in similar occupational statuses regardless of state or employer up to five (5) years for all other qualifying experience. Any qualifying experience shall be determined by the District following a review of prior duties, responsibilities, and qualifications of the position(s). It is the responsibility of the employee to provide Human Resources with verifying documentation to obtain longevity credit. Human Resources has thirty (30) days to review upon receipt of documentation. If approved, the employee will be placed at the appropriate step and such placement will be retroactive to the date of receipt (or date of hire, provided the required documentation is timely submitted to the District). *Note: Longevity is not seniority.*

Section 14.2. Increments.

Increment advancement shall be based on length of service in a bargaining unit position and shall be effective the first of September each year. Employees who have been in a bargaining unit position at least six (6) months prior to the first of September of each year shall advance one (1) step on the schedule. Current EAEOP employees promoting into a higher paid position in the unit shall not be required to fulfill six (6) months in a position before advancing steps.

Section 14.2.1. Position Placement.

Employees who apply to a position which has a higher rate of compensation shall be placed on the first step of the new position which is greater than the employee's current rate of pay. When moving or transferring to a lower paid position, an employee shall be placed at the same step held in their former position. Such placement shall not alter employee seniority calculations.

Section 14.3. Longevity Pay.

Eligible employees who have worked in the District for at least the following:

- Ten (10) years will be granted thirty-five dollars (\$35) longevity pay per month.
- Fifteen (15) years will be granted fifty dollars (\$50) longevity pay per month.
- Twenty (20) years shall be granted sixty-five dollars (\$65) longevity pay per month.
- Twenty-five (25) years shall be granted ninety dollars (\$90) longevity pay per month.

Effective September 1, 2025, Longevity as provided in this Section 14.3 shall cease to apply. As described above in Section 14.1, longevity pay shall transition to Step 10 and Step 16 on the Salary Schedule. For purposes of this transition only, current (August 31, 2025) employee longevity within the bargaining unit shall be used for placement on the revised steps regardless of the employee's experience in their current position. After September 1, 2025, step placement shall be determined by experience within the position, as governed within this Agreement and Section 14.2. However, effective September 1, 2026, those employees with twelve (12) or more years of bargaining unit longevity experience as previously recognized under section shall be placed at the new Step 12, provided the employee was in that position as of September 1, 2025.

Section 14.4. Professional Standards Program.

Eligible employees may receive additional monthly stipends as follows:

- | | | |
|----|--------------------------------------|------|
| A. | Associate of Arts Degree | \$60 |
| B. | Association Professional Certificate | \$60 |

(As approved by the labor-management committee, examples include: NAEOP other than CEOE, WSPA HELP, WASBO)

C.	Baccalaureate Degree	\$110
D.	Master's Degree	\$115
E.	Certified Educational Office Employee (NAEOP CEOE Certification)	\$115

Such payment shall begin with the paycheck following confirmation of the award and submission of such confirmation to the Executive Director of Human Resources. No employee shall receive more than one (1) monthly stipend under the terms of this Section.

Section 14.5. Salary Disbursement.

Employees shall be paid such salary as indicated on Appendix A, Salary Schedule, including vacation pay and paid holidays that fall within their work year, in twelve (12) equal installments, beginning on September 30 of each year and ending on August 31 of the succeeding year. All salary warrants shall be directly deposited into a bank account identified by the employee.

Section 14.6. Professional Development.

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 three hundred fifty dollars (\$350) per employee per year until the funds are exhausted. If the fund has a remaining balance as of March 1, any bargaining unit member may submit a request for additional funds, which will be divided equally 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. 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.

Section 14.7. Mentoring Program.

The District and Association shall establish a mentoring program for new office managers. The purpose of the program shall be to assist in the development and orientation of new office managers, by providing them with an experienced office manager who can guide and mentor them through the process of learning the operation of schools, District procedures and effective office management techniques.

Mentors shall be recruited from among experienced office managers to form a pool. When a new office manager is hired, a mentor shall be selected from the pool by the District in consultation with the new employee and his/her supervisor, and the Association if requested.

The mentor shall be available to demonstrate procedures and processes, answer questions and provide referral resources for the new office manager. Two (2) workdays total release time shall be provided to their mentor and the new office manager to meet or observe office operations and practices at their respective schools. Additionally, both the mentor and the mentee may each work up to eight (8) additional hours, outside of the regular workday, to provide additional consultation regarding office practices. Such time shall be documented on a timesheet and will be paid at the applicable hourly rate.

ARTICLE XV

SUBSTITUTE AND TEMPORARY EMPLOYEES

Section 15.1. 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 15.2. Limitations.

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

Section 15.3. Rate of Pay.

Substitute and temporary employees shall receive the substitute personnel rate of pay. After a substitute or temporary employee works twenty (20) consecutive days in a specific assignment he/she shall receive the entry level rate of pay for the group in which their position is placed on the salary schedule.

Section 15.4. Employee Benefits.

Substitute and temporary employees anticipated to work the minimum total hours required by the State shall be entitled to the employee benefits provided by Article VII, Sections 7.1 through 7.6. In addition to the benefits set forth for the above, substitute and temporary employees who are expected to be employed for a position's full work year shall be entitled to the benefits provided by Article VI (Leaves), Sections 6.1 through 6.11, 6.13 and Article XI, Sections 11.1, 11.2, 11.4 and 11.5 (Vacations and Holidays).

Section 15.5. Dismissal from Assignment.

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

Section 15.6. Application of Grievance Procedure.

Substitute and temporary employees shall have the right to use the grievance procedure contained in Article XIII 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 15.7. Other Terms and Conditions.

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

ARTICLE III	-	Management Rights
Section 4.1.	-	Right to Join and Assist Association
Section 4.2.	-	Matters of Personal Concern
Section 5.3.	-	Association Membership and Dues Deduction
Section 8.2.	-	Overtime
Section 8.4.	-	Lunch and Rest Periods
Section 8.11	-	Compliance with Nondiscrimination Statutes
Section 12.1.	-	No Strike Pledge

1 **Section 15.8. Information Regarding Temporary and Substitute Positions.**

2 On a monthly basis, the District will provide the Association with the names and addresses of temporary
3 and substitute employees who qualify for inclusion in the bargaining unit and their qualifying start date.
4
5

6
7 **ARTICLE XVI**

8
9 **ENTIRE AGREEMENT**
10

11 **Section 16.1.**

12 The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited
13 right and opportunity to make demands and proposals to any matter deemed a proper subject of collective
14 bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the
15 Association unqualifiedly and specifically waives the right, and agrees that the District shall not be
16 obligated to bargain collectively with respect to any subject or matter not specifically covered in this
17 Agreement even though such subject or matter may not have been within the knowledge of the parties at
18 the time of execution hereof. This Agreement constitutes the entire agreement between the parties and
19 concludes collective bargaining for its term.
20
21

22
23 **ARTICLE XVII**

24
25 **CONDITIONS OF THIS AGREEMENT**
26

27 **Section 17.1. Separability.**

28 In the event that any provision of this Agreement is declared invalid by a court of competent jurisdiction or
29 rendered invalid by reason of existing or subsequently enacted legislation, such invalidation shall not
30 invalidate the remaining portions of this Agreement, as it is the express intention of the parties hereto that
31 all other provisions shall remain in full force and effect. It is further provided that any provision of this
32 Agreement rendered or declared invalid shall immediately be amended to comply with the requirements of
33 such enacted legislation or court decree.
34

35 **Section 17.2. Duration.**

36 This Agreement shall be in full force and effect from September 1, 2024 to August 31, 2027. A successor
37 Agreement shall be the subject of timely negotiations between the parties. During the term of this
38 Agreement, either party may choose to reopen negotiations to amend limited provisions of this Agreement
39 if the actions of the State or national government or agencies have, in the judgement of the Union or the
40 District, materially changed or impacted employees, management, the Union or Employer.
41

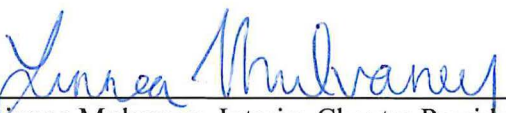
42 **Section 17.3. Modifications.**

43 This Agreement may be modified during its term only with the written consent of both parties.
44
45
46
47
48

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

EVERETT EAEOP CHAPTER, #1102

BY: 
Linnea Mulvaney, Interim Chapter President

DATE: 10/9/2024

EVERETT SCHOOL DISTRICT, #2

BY: 
Dr. Ian B. Saltzman, Superintendent

DATE: 10/9/2024

Everett School District #2
Everett Association of Educational Office Personnel #1102
Salary Schedule
Effective: September 1, 2024 to August 31, 2025

School Level					
PAYGROUP TITLE	Step 1	Step 2	Step 3	Step 4	Step 5
Office Assistant	\$ 27.57	\$ 28.68	\$ 29.82	\$ 30.72	\$ 31.64
General Office Secretary	\$ 29.28	\$ 30.46	\$ 31.67	\$ 32.62	\$ 33.60
School Office Manager	\$ 33.97	\$ 35.33	\$ 36.74	\$ 37.85	\$ 38.98

District Level					
PAYGROUP TITLE	Step 1	Step 2	Step 3	Step 4	Step 5
Office Assistant	\$ 27.57	\$ 28.68	\$ 29.82	\$ 30.72	\$ 31.64
General Office Secretary	\$ 29.28	\$ 30.46	\$ 31.67	\$ 32.62	\$ 33.60
Administrative Support Specialist	\$ 31.46	\$ 32.72	\$ 34.03	\$ 35.05	\$ 36.10
Accounting/Purchasing/Payroll Technician	\$ 33.46	\$ 34.80	\$ 36.19	\$ 37.28	\$ 38.40
Department Office Manager	\$ 33.97	\$ 35.33	\$ 36.74	\$ 37.85	\$ 38.98
Lead Accounting Technician	\$ 34.41	\$ 35.78	\$ 37.22	\$ 38.33	\$ 39.48
Communications Technician	\$ 34.53	\$ 35.91	\$ 37.35	\$ 38.47	\$ 39.62
Substitute Services Technician	\$ 34.53	\$ 35.91	\$ 37.35	\$ 38.47	\$ 39.62
Benefits Technician	\$ 36.54	\$ 38.01	\$ 39.53	\$ 40.71	\$ 41.93
Executive Assistant	\$ 42.30	\$ 43.99	\$ 45.75	\$ 47.12	\$ 48.54
Program Coordinator	\$ 42.30	\$ 43.99	\$ 45.75	\$ 47.12	\$ 48.54

Substitute Rate	\$ 24.81
-----------------	----------

Notes:

1. Longevity pay for employees with 10, 15, 20, and 25 years' experience is defined in Section 14.3.
2. Professional standards pay for certificates, AA, BA, and MA degrees is defined in Section 14.4.
3. Vacation pay for employees who work less than 260 days per year is defined in Section 11.1
4. The substitute rate shall be 90% of Step 1 of the Office Assistant rate

GUIDELINES FOR DETERMINING ADMINISTRATIVE SUPPORT CLASSIFICATIONS

- Classifications are differentiated by: (a) the level of technical skill required of employees in the position; (b) the complexity of the tasks performed by employees in the position; and (c) the degree of sensitivity, risk & responsibility assumed by employees in the position.
- The classification of a position should not be based on the skill, longevity or performance of the individual employee currently in the position, but rather, the skills, tasks and responsibilities expected of any employee who might fill the position. Employees could be overqualified for or underperforming in the positions they fill.
- All general administrative support positions are expected to perform common office procedures such as answering phones, providing information and customer service to students, employees and/or community members, word processing or data entry, and maintaining files and records. In fact, the common characteristic of all general administrative support positions is the variety of the skills and tasks expected. Although certain recurring tasks or responsibilities may be assigned to certain individuals within an office with multiple support positions, all employees in these positions are expected to “pitch in” and help the administrator(s) of the school or department run that school or department more effectively and efficiently. The wide-ranging nature of this expectation makes it difficult to distinguish on a day-to-day basis the differences between classifications.
- In the general administrative support classification scheme below, the tasks and responsibilities listed for a higher-paid classification are intended to highlight key duties or degrees of responsibilities not performed by a lower-paid classification—in other words, the “difference-makers.” A higher-paid classification may be expected to perform the highlighted duties and responsibilities of any lower-paid classification in the scheme.
- Some administrative support positions are not expected to perform as wide a variety of support tasks as the general administrative support classifications, but rather, a narrower focused support function. The District has found it efficient to create these specialized administrative support positions because of the volume of work in these narrowly focused areas and the complexity of the tasks that need to be accomplished. Although the specialized administrative support positions do not perform the same variety of work as general administrative support positions, these specialized classifications are found to be equivalent to some of the general classifications for salary schedule purposes. This equivalency is driven partly by the skills, tasks and responsibilities assigned to the specialized classifications, and partly by market factors.
- The nature of administrative support work is such that it changes and evolves with the responsibilities assigned to the administrators, schools and departments supported by the administrative support employees. For this reason, the District prefers maintaining general administrative support classifications and creating specialized classifications only when the narrowed focus and the efficiencies gained from that narrowed focus will be permanent.
- This classification explanation is not intended to replace official job descriptions.



GENERAL ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Office Support

General Office Secretary

bookkeeping/accounting (funds or budgets limited to a single building or administrative unit), preparation of reports or documents submitted to governmental agencies, tracking and processing of personnel data or information, processing purchasing, expenditure and other financial documents.

Administrative Assistant

bookkeeping/accounting (funds or budgets broader than a single building or administrative unit), coordinating or planning activities for administrators or other employees outside a single school or administrative unit.

Department/School Office Manager

supervision/direction/delegation of work performed by other office professionals in a whole school building or administrative unit.

Executive Assistant

cabinet-level reporting relationship (not expanded cabinet)

SPECIALIZED ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Accounting Technician

performs bookkeeping and accounting tasks for a centralized District department devoted solely to accounting and financial services.

Payroll Technician

performs payroll functions in a centralized District department devoted solely to tracking and processing payroll.

Benefits Technician

supports centralized employment benefits programs for the District's Human Resources Department

Lead Accounting Technician

supervision/direction/delegation of work performed by other Accounting Technicians

Lead Payroll Technician

supervision/direction/delegation of work performed by other Payroll Technicians



1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948 EVERETT EAEOP CHAPTER #1102 AND THE EVERETT
6 SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT
7 COLLECTIVE BARGAINING AGREEMENT.

8
9 This Memorandum of Understanding (MOU) is made and entered into by and between the Everett School
10 District ("District") and the Everett Association of Educational Office Professionals ("EAEOP").
11

12 WHEREAS, the District and EAEOP are parties to a Collective Bargaining Agreement (CBA) effective
13 on September 1, 2024; and
14

15 WHEREAS, Article XI, Section 11.2 the parties' CBA provides for the manner that employees advance
16 on the vacation schedule, and the parties wish to clarify their shared intent as to recent bargained
17 amendments to Section 11.2
18

19 NOW, THEREFORE, the District and EAEOP agree as follows:
20

- 21 1. Section 11.2 is hereby amended as follows.
22

23 **Section 11.2. Vacation Anniversary Date.**

24 Advancement on the vacation schedule shall be based on length of service with the District and shall be
25 effective the first of September each year. New employees who have been in the bargaining unit at least
26 six (6) months prior to the first of September shall receive a year of service for vacation credit. New
27 employees in the bargaining unit less than six (6) months prior to the first of September shall begin their
28 first official year of service for vacation credit on the September 1 following their start date. All new
29 employees hired after September 1 will receive pro-rated vacation benefits for their first year of
30 employment.
31

- 32 2. The revisions in paragraph 1 shall be retroactive to September 1, 2024, and shall supersede all
33 prior versions of Section 11.2.
34

35 This MOU shall expire upon the expiration of the current CBA, at which time the above amendments
36 shall be automatically incorporated into the CBA unless otherwise agreed by the parties.
37

38 PUBLIC SCHOOL EMPLOYEES OF
39 WASHINGTON/SEIU LOCAL 1948
40 EVERETT EAEOP CHAPTER #1102

41
42 BY: Linnea Mulvaney
43 Linnea Mulvaney, Interim Chapter President
44
45

46
47 DATE: 10/9/2024

EVERETT SCHOOL DISTRICT #401

41
42 BY: Dr. Ian B. Saltzman
43 Dr. Ian B. Saltzman, Superintendent
44
45

46
47 DATE: 10/9/2024

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERETT EAEOP,
5 AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND
6 THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO
7 ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8
9

10 The Everett School District #2 (Employer) has adopted the health reimbursement arrangement (HRA)
11 plans offered and administered by the Voluntary Employee Benefit Association Trust for Public
12 Employees of the State of Washington (collectively the “plans”). The **Standard HRA Plan**, which shall
13 be integrated with the employer’s or another qualified group health plan and to which the Employer shall
14 remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified
15 group health plan and any other contributions that may be permitted under applicable law from time to
16 time; and the **Post-Separation HRA Plan** to which the Employer may remit contributions on behalf of
17 eligible employees, including eligible employees who are not enrolled in or covered by the Employer’s or
18 another qualified group health plan, and which shall provide benefits only after a participant separates
19 from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the
20 Public School Employees EAEOP employees (PSE-OP Group) defined as eligible to participate in the
21 Plans. The Plans must receive an enrollment file for each eligible employee to become a participant and
22 become eligible for benefits under the Plan.
23

24 **Contributions on behalf of each eligible employee shall be based on the following selected funding**
25 **sources/formulas:**
26

27 **YES- Sick Leave Contributions - Annual¹:** Eligibility for contributions on an annual basis is limited to
28 employees who have accumulated 180 days (or more if eligible¹) of unused sick leave. To be eligible
29 during the term of this agreement an employee must have earned at least 180 days of earned and unused
30 sick leave as of the effective date, not including any front-loaded days. Contributions are based on the
31 number of sick leave days earned during the previous calendar year, less any days used during that
32 calendar year.
33

34 **YES- Sick Leave Contributions – Retirement or Separation from Service²:** Eligibility for
35 contributions at retirement or separation from service is limited to employees who retire or separate from
36 service with sick leave cash-out rights during the terms of this agreement. To be eligible at separation
37 from service, you must be at least age 55 at the time of separation and you must have at least 15 years of
38 service credit under the Retirement System Plan 2 or 10 years of service credit under the Retirement Plan
39 3. Plan 1 members can only cash out sick leave at retirement, not separation.
40

41 **YES- Vacation Leave Contributions on Retirement from Employment:** Eligibility for contributions
42 at retirement separation of service is limited to employees who retire with vacation cash-out rights during
43 the terms of this agreement. Employer contributions shall include the cash-out value³ of unused leave
44 days (vacation) accrued and available for cash-out upon retirement or separation per Employer policy and

¹ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may choose a higher eligibility threshold for VEBA PLAN annual contribution eligibility.

² School districts may offer a sick leave cash out upon separation or retirement in accordance with RCW 28A.400.210.

³ Pursuant to applicable written agreement, Employer Policy or procedure so long as the cash-out value is not subject to individual choice.

⁴ Pursuant to applicable written agreement, Employer Policy or procedure so long as the cash-out value is not subject to individual choice.



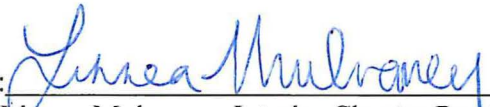
the EAEOP Collective Bargaining Agreement Section 11.3. Vacation Cashouts are excluded from reportable compensation under Retirement Plans 2 & 3. Vacation cashouts are considered reportable compensation under Retirement Plan 1.

Note: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with Statute and District Policy or Procedure. For sick-leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this Agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

This Memorandum of Understanding shall become effective September 1, 2024 and shall remain in effect until August 31, 2025 and shall be attached to the current Collective Bargaining Agreement.

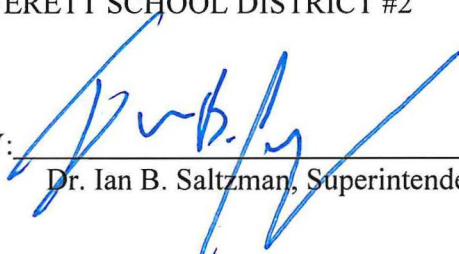
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

EVERETT OP CHAPTER #1102

BY: 
Linnea Mulvaney, Interim Chapter President

DATE: 10/9/2024

EVERETT SCHOOL DISTRICT #2

BY: 
Dr. Ian B. Saltzman, Superintendent

DATE: 10/9/2024

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERETT-EAEOP CHAPTER #1102, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Employees absent for reasons which are covered by the Washington Paid Family and Medical Leave Act may currently be eligible for state benefits payments, as provided under Section 7.4 of the Parties' 2024-2027 Collective Bargaining Agreement.

If the Washington Employment Security Department—or other state or local agency then-responsible for the administration of PFMLA benefit payments—implements a program or system of timely communicating state PFLMA payments to employees (i.e., a system similar to that operated by the Department of Labor and Industries for the disbursement of State Industrial Insurance benefits) the Parties agree to meet and negotiate the implementation of a District supplemental payment program similar to the supplemental payments provided under Section 7.5.

This Memorandum of Understanding shall become effective September 1, 2024 and shall remain in effect until August 31, 2027 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

EVERETT OP CHAPTER #1102

BY: Linnea Mulvaney
Linnea Mulvaney, Interim Chapter President

DATE: 10/9/2024

EVERETT SCHOOL DISTRICT #2

BY: Dr. Ian B. Saltzman
Dr. Ian B. Saltzman, Superintendent

DATE: 10/9/2024

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERETT-EAEOP CHAPTER #1102, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVII, SECTION 17.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

- The parties will form a team to review the current EAEOP job descriptions and titles and update as needed:
 - Administrative Support Specialist
 - Accounting/ Purchasing/ Payroll Technician
 - Lead Accounting Technician
 - Communications Technician
 - Benefits Technician
 - Executive Assistant
 - Program Coordinators
 - Office Assistant
 - General Secretary
 - Office Manager
- This team will also review the EAEOP work and Professional Technical work to determine a clear rubric or system of defining the differences between these groups and placement. The intent is to have a clear definition of the EAEOP work and clear communication of when a position might need to be reclassified into one or the other.
- The parties understand that this will be a project that requires a time investment. Calendar dates will be set and may take the life of the current contract to complete.

This Memorandum of Understanding shall become effective September 1, 2024 and shall remain in effect until August 31, 2025 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

EVERETT OP CHAPTER #1102

BY: Linnea Mulvaney
Linnea Mulvaney, Interim Chapter President

DATE: 10/9/2024

EVERETT SCHOOL DISTRICT #2

BY: Dr. Ian B. Saltzman
Dr. Ian B. Saltzman, Superintendent

DATE: 10/9/2024