

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, 2022 - AUGUST 31, 2024



Public School Employees of Washington /SEIU Local 1948
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1 **P R E A M B L E**

2
3 This Agreement is made and entered into between Everett School District No. 2 (hereinafter "District") and
4 the Everett Association of Educational Office Personnel, an affiliate of the Public School Employees of
5 Washington (hereinafter "Association").
6

7 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
8 promulgated pursuant thereto, and in consideration of the mutual covenants contained herein, the parties
9 agree as follows:
10
11
12

13 **A R T I C L E I**

14 **R E C O G N I T I O N**

15
16
17 **Section 1.1. Exclusive Representative.**

18 The District hereby recognizes the Association as the exclusive representative of those positions set forth
19 in Appendix B which shall include temporary and substitute employees to the extent provided in Article
20 XV.
21

22 **Section 1.2. Exclusions.**

23 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
24 imply a confidential relationship pursuant to RCW 41.56.030(2) or any position for which the
25 Association and the District have mutually agreed to exclude from the bargaining unit. Agreed upon
26 excluded positions include:
27

- 28 • Executive Assistant III, Office of the Superintendent
- 29 • Executive Assistant II, Office of the Deputy Superintendent
- 30 • Executive Assistant II, Office of the Chief Academic Officer
- 31 • Executive Assistant I, Office of Executive Director of Human Resources
- 32 • Executive Assistant I, Office of The Regional Superintendent
- 33 • Executive Assistant I, Office of Executive Director of Finance & Business Services
- 34 • Executive Assistant I, Office of Executive Director of Special Services
- 35 • Human Resources Specialist I
36
37

38 **A R T I C L E II**

39 **D E F I N I T I O N S**

40
41
42 **Section 2.1. Employees.**

43 The term "employee" shall refer to those regularly employed office personnel represented by the
44 Association in the bargaining unit as set forth in the Recognition Clause, except as otherwise indicated.
45

46 The term "full-time employee" shall refer to those regular employees with assignments of forty (40) hours
47 per week for twelve (12) months per year.
48

1 The term "substitute employee" shall refer to those persons employed to replace employees who are
2 absent 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
20 vested 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
26 employees from duty because of lack of work for them to do or for other legitimate reasons; the right to
27 establish, change, and direct the methods and processes of doing work and to introduce new and
28 improved work methods or equipment; the right to determine the starting and quitting times and the
29 number of hours to be worked; and the right to make and amend such reasonable rules and regulations as
30 it may deem necessary for the conduct of its business, and to require their observance. The exercise of
31 the District's rights stated 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
40 continue in existence any of its present programs in their present form and/or location or on any other
41 basis. When the contracting out of work will result in the displacement of current employees, the District
42 agrees to 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
45 of 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
16 District or any other governmental body, group, or individual. The District shall neither encourage nor
17 discourage 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
27 District Administration Office. Each employee shall have the right upon request to review the contents of
28 his/her official personnel file during normal working hours. The review shall be made in the presence of
29 the 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
38 to 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
47 as 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
49 transferred to the official personnel file or maintained as support for documentation already
50 transferred to the official personnel file.

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; employee contact information, such as personal and work address, phone, and email; and employee job classifications, rates of pay, and FTE status. The District shall, upon request, provide such information or updates to such information, to the Association and/or its designated representative.

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.

Section 5.3. PSE/SEIU Local 1948 Membership.

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

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

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

Section 5.3.2. Membership Authorizations and Revocations.

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

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke

1 authorization for payroll deductions must be in writing and submitted by the employee to the
2 Association in accordance with the terms and conditions of the authorization. Revocations will not
3 be accepted by the employer if the authorization is not obtained by the employee to the
4 Association. After the employer receives confirmation from the Association that the employee has
5 revoked authorization for deductions, the employer shall make necessary reasonable efforts to end
6 the deduction effective on the first payroll after receipt of the confirmation. The employer shall
7 rely on information provided by the Association regarding the authorization and revocation of
8 deductions.

9
10 **Section 5.3.3. Dues Deductions.**

11 The District shall deduct Association dues from the pay of any employee who authorizes such
12 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds
13 deducted to the Treasurer of the Association on a monthly basis.

14
15 **Section 5.3.3.1. Local Chapter Dues.**

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

18
19 **Section 5.3.4. COPE.**

20 The District (Employer) agrees to deduct and to transmit to the Association a specified amount
21 from each employee's pay, as provided on the voluntarily executed COPE (Committee on
22 Political Empowerment) payroll authorization form. The Association agrees to indemnify the
23 District for any penalties, fines, sanctions or payments (including payments to employees for
24 wrongfully withheld wages), attributable to withholdings pursuant to authorization deductions that
25 have been submitted on the Association's voluntary COPE contribution forms.

26
27 **Section 5.3.5. Hold Harmless.**

28 The Association will indemnify, defend, and hold the District harmless against any claims made,
29 and any suit instituted against the District, on account of any deduction of Association dues
30 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
31 described in Section 5.4.

32
33 **Section 5.4. Right to Use Equipment and Facilities.**

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

38
39 The Association and its representatives may use District buildings for meetings and to transact
40 Association business during non-working hours, or occasionally during working hours with the
41 permission of the employees' supervisor. The Association's representatives shall reserve rooms using
42 appropriate District channels.

43
44 The Association will be allowed to post notices of activities and matters of Association concern on a
45 bulletin board to be provided in each building in the District.

46
47 The Association will be allowed to use in-District mail service and employee mailboxes for the
48 dissemination of announcements and information to the employees of the District. Association

1 correspondence shall include the Association official title and indicate the Association representative
2 issuing the correspondence. A copy of materials distributed generally to all members in the District or all
3 members at a building pursuant to this provision will be provided to the Superintendent or his/her
4 designee, and the Principal of the building where such materials are distributed. An Association official
5 shall be responsible for placing such notices in the mailboxes.

6
7 The Association acknowledges that the equipment and facilities identified in this section are public
8 resources that may be monitored and that Association use of this equipment and facilities does not create
9 an expectation of privacy for their use. No Association use of District facilities or equipment will
10 interfere with the operation of the District's business or cause additional expense to the District.
11 Association members shall not use the public resources identified in this section for personal purposes
12 (matters which do not relate to official Association or District business). The Association agrees to
13 comply with any other limits placed on the District's use of the resources identified in this section by the
14 District's provider or by legal authorities.

15 16 **Section 5.5. Work Year Calendar.**

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

- 22
23 A. A work year consistent with the number of work and instructional days in the
24 previous year; and
25 B. Holidays/Breaks as set forth in the current year's calendar.

26 27 **Section 5.6. Association Leave.**

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

35 36 37 38 **ARTICLE VI**

39 40 **LEAVES**

41 42 **Section 6.1. Illness, Injury and Emergency Leave Entitlement.**

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

Section 6.2. Use of Leave for Illness or Injury.

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

- A. During an illness or injury which has incapacitated the employee from performing his/her duties.
- B. To care for a family member as defined in RCW.49.46.210. As of the date of this agreement, "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. Concurrent deaths shall be treated as a single death.
- C. The problem cannot be one of minor importance or mere convenience but must be serious.
- D. Weather conditions for local travel to and from school will not be considered as a valid reason for emergency leave, except for twelve (12) month employees on days when schools and the CRC are closed.
- 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.

1 **Section 6.5. Personal Leave.**

2 Each two hundred sixty (260) day employee shall be entitled to two (2) paid days of leave for personal
3 reasons and each less than two hundred sixty (260) day employee shall be entitled to three (3) paid days
4 of leave for personal reasons. These days shall not be deducted from sick or emergency leave.
5 Entitlement to this leave shall be credited on September 1. This leave must be submitted for approval
6 two (2) working days in advance. Personal leave may be used only within the work calendar for which it
7 was allocated. Effective beginning the 2023-24 school year, each employee shall be entitled to three (3)
8 paid days of leave for personal reasons.

9
10 **Section 6.5.1. Personal Leave Carry Over/Cash Out.**

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

15
16 **Section 6.6. Coordination with Industrial Insurance.**

17 Employees suffering illness or injury compensable under the District's self-insured industrial insurance
18 shall be allowed to use illness, injury or emergency leave to the amount of their accumulated days,
19 consistent with the employee's choice of one of the following four (4) options:

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

26
27 **Section 6.7. Bereavement Leave.**

28 A maximum of five (5) days paid bereavement leave will be allowed for each death of the following
29 members of an employee's immediate family or the immediate family of the employee's spouse, domestic
30 partner, child, parent, sibling, grandchild, grandparent, or any of these family members related to the
31 employee in a step or in-law relationship and any additional circumstances can be considered on a case-
32 by-case basis.

33
34 An employee may use up to one (1) day of emergency leave, or unpaid leave if employee does not have
35 an emergency leave balance, to attend the funeral of a close friend or colleague. An employee may also
36 use compensatory time, available paid leave, or unpaid leave in accordance with normal District policies
37 and procedures to attend the funeral of a close friend or colleague. Concurrent deaths shall be treated as a
38 single death.

39
40 **Section 6.8. Superintendent's Discretion.**

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

45
46 **Section 6.9. Jury Duty or Subpoena.**

47 Leave with pay shall be granted for jury duty. Employees shall notify the District when notification to
48 serve on jury duty is received. Upon request, the employee may secure support from the District Office

1 in seeking relief from jury duty when it interferes with obligations to their District assignment. An
2 employee who is subpoenaed as a witness in a legal proceeding shall be granted leave with pay, but with
3 witness fees, if any, remitted to the District; provided that if said employee is subpoenaed in a case
4 brought or supported by the Association or as a witness with a direct or indirect interest in the
5 proceedings, leave shall be granted without pay. In no event shall the District grant an employee more
6 than two (2) days of paid leave for any separate legal proceeding.

7 8 **Section 6.10. Leave of Absence.**

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

- 10
- 11 A. Compelling personal matters/education. Upon recommendation of the employee's supervisor and
12 approval of the Superintendent, an employee may request a leave of absence for a specified
13 period, not to exceed twelve (12) months. Upon return from leave, the employee may be assigned
14 to a position comparable to that which the employee held at the time the request for the leave of
15 absence was approved.
- 16
- 17 B. Medical/Disability. Upon submission of a written request and appropriate medical
18 documentation, an employee may request a leave of absence for the duration of the
19 medical/disability period, not to exceed two (2) years, as per qualifying reasons under the
20 Washington Paid Family Medical Leave (PFMLA). All available paid leave may be used during
21 this absence.
- 22
- 23 C. Maternity/Paternity. Upon submission of a written request and appropriate medical
24 documentation, an employee may request a leave of absence for the duration of the maternity
25 period as per the PFMLA. All available paid leave may be used during this absence.
- 26
- 27 D. Childcare. Upon submission of a written request to Human Resources, an employee may request
28 a childcare leave of absence for a period not to exceed twelve (12) months. Upon return from
29 leave, the employee may be assigned to a position comparable to that which the employee held at
30 the time the request for the leave of absence was approved.
- 31
- 32 E. Adoption. Upon submission of a written request to Human Resources, an employee may request
33 a leave of absence for the purposes of an adoption for a period not to exceed twelve (12) months.
34 Upon return from leave, the employee may be assigned to a position comparable to that which the
35 employee held at the time the request for the leave of absence was approved.
- 36
- 37 F. "Active Duty"/Injured Service Member. Upon submission of a written request and appropriate
38 medical documentation to Human Resources, an employee may request a leave as per the FMLA.
- 39
- 40 G. Spouse of Deployed Military Personnel. Upon submission of a written request to Human
41 Resources, an employee may request a leave as per RCW 49.77.
- 42
- 43 H. Victim of Domestic Violence, Sexual Assault, and Stalking. Upon submission of a written
44 request to Human Resources, an employee may request a leave as per RCW 49.76.
- 45

46 **Section 6.11. Military Leave.**

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

48

1 **Section 6.12. Attendance Incentive Program.**

2 Pursuant to RCW 28A.400.210 and WAC 392-136 and any amendments thereto, in order to further
3 encourage regular attendance by all employees, the following attendance incentive program is hereby
4 established.
5

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

7 During each January, any employee who at the end of the immediately previous calendar year
8 shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert
9 unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation
10 at the rate of twenty-five percent (25%) of the employee's current, full-time daily rate of
11 compensation for each full day of eligible sick leave. Any such election shall be made by written
12 notice to the District during the month of January on a form and pursuant to instructions provided
13 by the District. Any such annual conversion of accumulated sick leave shall be subject to the
14 terms and limitations of applicable State law and regulations.
15

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

17 Any eligible employee who separates from employment under the conditions defined in RCW
18 28A.400.210 may elect (personally or by his/her personal representative, as appropriate) to
19 convert accumulated unused sick leave days to monetary compensation at the rate of twenty-five
20 percent (25%) of the employee's full-time daily rate of compensation at the time of separation
21 from employment for each full day of eligible sick leave. Any such conversion of sick leave upon
22 eligible separation or death shall be subject to the terms and limitations of applicable state law and
23 regulations.
24

25 **Section 6.12.3. Termination of Attendance Incentive Program.**

26 The District will terminate this program immediately upon the failure of the voters to approve a
27 Maintenance and Operation Levy.
28

29 **Section 6.13. Inclement Weather.**

- 30 A. In the event school(s) are closed or have a late start time due to weather conditions, employees
31 with an annual assignment of two hundred sixty (260) days will be expected to arrive at a
32 worksite as close to the regular workday start time as is safe. Such employees may use
33 vacation days, personal leave or leave without pay if they do not report to work or work less
34 than their scheduled hours because of inclement weather. If the CRC is closed, twelve (12)
35 month employees may additionally use emergency leave under Section 6.3(D). Employees
36 also may use compensatory time in accordance with normal District policies and procedures.
37 If unable to report to work, contact your supervisor and report leave. With supervisor
38 approval, two hundred sixty (260) day employees may, on worksite closure days, work
39 remotely in place of reporting leave. The time worked remotely will be logged and submitted
40 to the supervisor and Human Resources for their records.
41
- 42 B. In the event school(s) is closed due to inclement weather, employees assigned less than two
43 hundred sixty (260) days shall not report to school/worksite and shall make-up the day later in
44 the school year along with the students. In the event school(s) have a late start time due to
45 weather conditions, employees with an annual assignment of less than two hundred sixty (260)
46 days will be expected to arrive at school/worksite as close to the regular workday start time as
47 is safe. Such employees may use personal leave or leave without pay if they do not report to
48 work or work less than their scheduled hours because of inclement weather. Employees also
49 may use compensatory time in accordance with normal District policies and procedures.
50

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 the current 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

1 accumulated sick leave in accordance with the amount paid to the employee by the District. In lieu of
2 automatic supplementation, employees may elect not to use their accrued sick leave and only receive
3 Industrial Insurance, or any of the options referenced in Section 6.6 of this Agreement.

4 5 6 7 **ARTICLE VIII** 8 9 **WORKING CONDITIONS**

10 11 **Section 8.1. Workweek.**

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

13 14 **Section 8.2. Overtime.**

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

21 22 **Section 8.2.1. Compensatory Time.**

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

33
34 The District shall not solicit employees to accept compensatory time in lieu of other
35 compensation. Compensatory time in lieu of overtime as provided in this Section, shall be accrued
36 at the rate of one and one-half (1½) hours for each hour over forty (40) hours worked per week.
37 Employees shall not volunteer for work in any assignment in which they would normally receive
38 compensation.

39 40 **Section 8.3. Workday.**

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

43 44 **Section 8.3.1. Alternate Summer Work Schedule.**

45 By May 15 each year the District shall determine whether or not to offer the option of alternate
46 summer schedules. If an alternate summer work schedule is offered, full-year (two hundred sixty
47 two (260) day) employees who may elect to work an alternate work schedule as follows:
48

- 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
6 probationary period shall be evaluated at least once each school year no later than the end of the first full
7 week of June. Two hundred sixty (260) day employees who have completed their probationary period
8 shall be evaluated 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
14 employee's immediate supervisor is notified of this in advance. Said conference shall occur within ten
15 (10) workdays of the employee's notification of unsatisfactory performance unless mutually agreed
16 otherwise. The immediate supervisor shall discuss and reduce to writing the specific area of concern and
17 the improvement 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,
23 as 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 plan of improvement may be developed to provide extra support to
35 achieve the required changes. POI's will be retained in the employee's personnel file. An employee
36 position statement 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,
45 disagreement over the content of the evaluation and the rating itself is not subject to the grievance
46 procedure contained in 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	12 days vacation
Years 5 through 10	17 days vacation
11 years	18 days vacation
12 years	19 days vacation
13 years	20 days vacation
14 years	21 days vacation
15 years	22 days vacation
16 years	23 days vacation
17 years	24 days vacation
18 years	25 days vacation
19 years	26 days vacation

Section 11.2. Vacation Anniversary Date.

The anniversary date for establishing vacation credits shall be July 1. Employees hired during the period of July 1 through December 31 shall begin their second year of service for vacation credit purposes on the July 1 immediately following their initial day of compensated service. Employees who have worked less than one (1) year, as of July 1 anniversary date, shall receive prorated vacation credit at the rate of five-sixths (5/6) of a day for each month of service from their initial date of employment through June 30.

Section 11.3. Vacation Accrual.

Vacation hours shall be advanced in the September pay warrant. Any employee leaving the employ 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. 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. 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 11.4. 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 | 7. Veterans' Day |
| 2. Martin Luther King Jr. Day | 8. Thanksgiving Day |
| 3. Presidents' Day | 9. Day after Thanksgiving |
| 4. Memorial Day | 10. Christmas Eve Day |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. Day after Christmas |
| | 13. New Year's Eve Day |

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

ARTICLE XII

STRIKES OR LOCKOUTS

Section 12.1. No-Strike Pledge.

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

Section 12.2. Lockout.

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

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1. Purpose.

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

Section 13.2. Definition.

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

Section 13.3. Time Limits.

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

Section 13.4. Rights to Representation.

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

Section 13.5. Procedure.

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

1
2 **Step One – Informal Level.**

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

9 **Step Two – Formal Level.**

10 If the grievance is not settled at Step One, then the aggrieved employee may submit the grievance to the
11 Human Resources Department designee within ten (10) days after receipt of the supervisor's response.
12

13 This written grievance shall include:

- 14 (1) the nature of the grievance; and
15 (2) the section(s) of this Agreement that allegedly have been misinterpreted or misapplied; and
16 (3) the recommended remedy to the grievance.
17

18 The Human Resources Department designee shall inform the aggrieved employee and the Association in
19 writing of the disposition of the grievance within ten (10) days after receipt of the grievance.
20

21 Association grievances shall be initiated at Step Two within twenty (20) days of the date the alleged
22 grievance is discovered or reasonably should have been discovered.
23

24 **Step Three – Superintendent Level.**

25 If the grievance is not settled at Step Two, and the Association believes the grievance to be valid, then the
26 Association may submit the grievance to the Superintendent or his/her representative within ten (10) days
27 after receipt of the supervisor's response. The Superintendent's representative shall inform the aggrieved
28 employee and the Association in writing of the disposition of the grievance within ten (10) days after
29 receipt of the grievance.
30

31 **Step Four – Arbitration Level.**

32 If the grievance is not settled at Step Three, then the Association may, within ten (10) days after receipt
33 of the District's Step Three response, submit the grievance to binding arbitration, with written
34 concurrence of the aggrieved employee. Such submission shall be by written notice to the Superintendent
35 or his/her representative.
36

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

38 In regard to each case submitted to arbitration, the parties will attempt to agree on an arbiter to hear and
39 decide the particular case. If the parties are unable to agree to an arbiter within fourteen (14) days after
40 submission of the written request for arbitration, the provisions of Section 13.7 shall apply to selection of
41 an arbiter.
42

43 **Section 13.7. Selection of Arbiter - AAA.**

44 In the event an arbiter is not selected pursuant to the provisions of Section 13.6, the parties shall jointly
45 request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall
46 state the general nature of the case and ask that the nominees be qualified to handle the type of case
47 involved. When the panel of seven (7) arbiters is received, the parties, in turn, shall have the right to

1 strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter.
2 The right to strike the first name from the panel shall be determined by lot.

3
4 **Section 13.8. Arbitration - Rules of Procedure.**

5 Arbitration proceedings shall be in accordance with the following guidelines:

- 6
7 A. Persons having a direct interest in the arbitration are entitled to attend hearings. The arbiter
8 shall have the power to require the retirement of any witness or witnesses during the
9 testimony of other witnesses. It shall be discretionary with the arbiter to determine the
10 propriety of the attendance of any other persons.
11
12 B. The arbiter for good cause shown may adjourn the hearing upon the request of a party or
13 upon his/her own initiative and shall adjourn when all the parties agree thereto.
14
15 C. A hearing shall be opened by filing of the oath of the arbiter and by the recording of the
16 place, time and date of hearing, the presence of the arbiter and parties, and counsel, if any.
17 Exhibits, when offered by either party, may be received in evidence by the arbiter. The
18 names and addresses of all witnesses and exhibits in order received shall be made a part of
19 the record. The arbiter may, in his/her discretion, vary the normal procedure under which the
20 initiating party first presents his claim, but in any case, shall afford full and equal opportunity
21 to all parties for presentation of relevant proofs.
22
23 D. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be
24 empowered to request such data as the arbiter deems pertinent to the grievance and shall
25 render a decision in writing to both parties within thirty (30) days of the closing of the
26 hearing, or if oral hearings have been waived, then from the date of transmitting the final
27 statements and proofs to the arbiter. Neither party shall be permitted to assert in the
28 arbitration proceedings any evidence which would change the issues submitted at Step One,
29 and the arbiter's jurisdiction shall be limited to the issues specified in the written grievance as
30 submitted at Step One. The arbiter may subpoena witnesses and documents upon his/her
31 own initiative or upon the request of either party. The arbiter shall be the judge of the
32 relevancy and materiality of the evidence offered and conformity to legal rules of evidence
33 shall not be necessary.
34
35 E. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented
36 for arbitration which decision shall be final and binding on both parties.
37
38 F. The arbiter shall rule only on the basis of information presented in the hearing and shall
39 refuse to receive any information after the hearing except when there is mutual agreement in
40 the presence of both parties.
41
42 G. Each party to the proceedings may call such witnesses as may be necessary in the order in
43 which their testimony is to be heard. Such testimony shall be limited to the matters set forth
44 in the written statement of grievance. The arguments of the parties may be supported by oral
45 comment and rebuttal. Either or both parties may submit written briefs within a time period
46 mutually agreed upon. Such arguments of the parties, whether oral or written, shall be
47 confined to, and directed at, the matters set forth in the grievance.
48

- 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 (1/2) 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.

1 **Section 13.13. Continuity of Grievance.**

2 Notwithstanding the expiration of this Agreement, any grievance arising hereunder prior to the expiration
3 of this Agreement may be processed through the grievance procedure until resolution.
4

5 **Section 13.14. Discrimination.**

6 The District shall not discriminate against an employee or the Association for exercising their rights
7 under this Article.
8
9

10
11 **ARTICLE XIV**

12
13 **COMPENSATION**
14

15 **Section 14.1. Salary Schedule.**

16 All employees covered by this Agreement will be paid in accordance with the salary schedule set forth in
17 Appendix A.
18

19 For the 2022-2023 school year, effective September 1, 2022, wages shall be increased by the State-
20 funded inflationary rate for classified staff (IPD) of five and a half percent (5.5%), plus an additional
21 eight percent (8%), for a cumulative wage increase of thirteen and a half percent (13.5%).
22

- 23 • The Benefits Technician position shall receive a 20.1% wage increase in lieu of the above
24 increase.
25

26 For the 2023-2024 school year, effective September 1, 2023, wages shall be increased by five and a half
27 percent (5.5%) or IPD, whichever is greater.
28

29 Beginning September 1, 2022, current Elementary Office Assistants shall be reclassified to General
30 Secretary at the first step that provides an increase for each employee. If the State provides any other
31 increases in classified employee funding in a manner that must be expended on salary increases this
32 Agreement shall reopen solely for the purpose of determining how to apply the salary increase to the
33 wage rates in Appendix A.
34

35 **Section 14.1.1. Substitute Rate of Pay.**

36 Substitute rate of pay for all positions under this collective bargaining agreement shall be ninety
37 percent (90%) of the first step of the Office Assistant position.
38

39 **Section 14.2. Increments.**

40 Increment advancement shall be based on length of service in a bargaining unit position and shall be
41 effective the first of September each year. Employees who have been in a bargaining unit position at
42 least six (6) months prior to the first of September of each year shall advance one (1) step on the
43 schedule. Current EAEOP employees promoting into a higher paid position in the unit shall not be
44 required to fulfill six (6) months in a position before advancing steps.
45

46 **Section 14.3. Longevity Pay.**

47 Eligible employees who have worked in the District for at least the following:
48

- 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.

Section 14.4. Professional Standards Program.

Eligible employees may receive additional monthly stipends as follows:

A.	Associate of Arts Degree	-	\$60.00
B.	Association Professional Certificate	-	\$60.00

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

C.	Baccalaureate Degree	-	\$110.00
D.	Master's Degree	-	\$115.00
E.	Certified Educational Office Employee (NAEOP CEOE Certification)	-	\$115.00

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 two hundred dollars (\$200) per employee per year until the funds are exhausted. If the fund has a remaining balance as of June 30, any bargaining unit member may submit a request for additional funds, which will be divided equally 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

1 them with an experienced office manager who can guide and mentor them through the process of learning
2 the operation of schools, District procedures and effective office management techniques.

3
4 Mentors shall be recruited from among experienced office managers to form a pool. When a new office
5 manager is hired, a mentor shall be selected from the pool by the District in consultation with the new
6 employee and his/her supervisor, and the Association if requested.

7
8 The mentor shall be available to demonstrate procedures and processes, answer questions and provide
9 referral resources for the new office manager. Two (2) workdays total release time shall be provided to
10 their mentor and the new office manager to meet or observe office operations and practices at their
11 respective schools. Additionally, both the mentor and the mentee may each work up to eight (8)
12 additional hours, outside of the regular workday, to provide additional consultation regarding office
13 practices. Such time shall be documented on a timesheet and will be paid at the applicable hourly rate.

14 15 16 17 **ARTICLE XV**

18 19 **SUBSTITUTE AND TEMPORARY EMPLOYEES**

20 21 **Section 15.1. Bargaining Unit Inclusion.**

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

25 26 **Section 15.2. Limitations.**

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

29 30 **Section 15.3. Rate of Pay.**

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

34 35 **Section 15.4. Employee Benefits.**

36 Substitute and temporary employees anticipated to work the minimum total hours required by the State
37 shall be entitled to the employee benefits provided by Article VII, Sections 7.1 through 7.6.

38
39 In addition to the benefits set forth for the above, substitute and temporary employees who are expected
40 to be employed for a position's full work year shall be entitled to the benefits provided by Article VI
41 (Leaves), Sections 6.1 through 6.11, 6.13 and Article XI, Sections 11.1, 11.2, 11.4 and 11.5 (Vacations
42 and Holidays).

43 44 **Section 15.5. Dismissal from Assignment.**

45 The District retains the right to terminate the employment of substitute and temporary employees at its
46 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

Section 15.8. Information Regarding Temporary and Substitute Positions.

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

ARTICLE XVI

ENTIRE AGREEMENT

Section 16.1.

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

ARTICLE XVII

CONDITIONS OF THIS AGREEMENT

Section 17.1. Separability.

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

Agreement rendered or declared invalid shall immediately be amended to comply with the requirements of such enacted legislation or court decree.

Section 17.2. Duration.

This Agreement shall be in full force and effect from September 1, 2022 to August 31, 2024. A successor Agreement shall be the subject of timely negotiations between the parties. During the term of this Agreement, either party may choose to reopen negotiations to amend limited provisions of this Agreement if the actions of the State or national government or agencies have, in the judgement of the Union or the District, materially changed or impacted employees, management, the Union or Employer.

Section 17.3. Modifications.

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

Section 17.4. Signatories.

Executed this 13 day of September, 2022, at Everett, Washington by the undersigned by the authority of, and on behalf of, the Everett School District #2 and the Everett Association of Educational Office Personnel Chapter #1102.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

EVERETT OP CHAPTER, #1102

BY: Jodie Moyer
Jodie Moyer, Chapter Co-President

DATE: Sept 13, 2022

BY: Sukawt Al Mansouri
Sukawt Al Mansouri, Co-Chapter President

DATE: Sept 13, 2022

EVERETT SCHOOL DISTRICT, #2

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

DATE: Sept 13, 2022

SCHEDULE A WAGE SCHEDULE
Everett Association of Educational Office Personnel
Effective: September 1, 2022 to August 31, 2023

	Step 1	Step 2	Step 3	Step 4
Administrative Assistant Support Specialist	\$28.76	\$30.77	\$31.81	\$32.51
Accounting/Purchasing / Payroll Technician	\$30.59	\$31.69	\$32.82	\$33.80
LEAD Accounting Technician	\$31.45	\$32.62	\$33.80	\$34.82
Communications Technician	\$31.56	\$32.64	\$33.78	\$34.80
Benefits Technician	\$33.40	\$34.54	\$35.74	\$36.82
Executive Assistant	\$38.66	\$40.59	\$43.38	\$44.67
Program Coordinator	\$38.66	\$40.59	\$43.38	\$44.67
Administrative Assistant Support Specialist	\$28.76	\$30.77	\$31.81	\$32.51
Accounting/Purchasing / Payroll Technician	\$30.59	\$31.69	\$32.82	\$33.80
Office Assistant	\$25.20	\$26.99	\$27.91	\$28.51
General Office Secretary	\$26.77	\$28.69	\$29.69	\$30.33
Office Manager	\$31.05	\$32.15	\$33.29	\$34.30

Substitute Rate	\$22.68
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Notes:

1. Longevity pay for employees with 10, 15, 20, and 25 years of 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 General Office Support 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

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, 2022 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

EVERETT SCHOOL DISTRICT #2

BY: Jodie Moyer
Jodie Moyer, Chapter Co-President

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

BY: Sukawt Al Mansouri
Sukawt Al Mansouri, Chapter Co-President

DATE: Sept 13, 2022

DATE: Sept 13, 2022



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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' 2022- 2025 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, 2022 and shall remain in effect until August 31, 2025 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

EVERETT OP CHAPTER, #1102

EVERETT SCHOOL DISTRICT, #2

BY: Jodie Moyer
Jodie Moyer, Chapter Co-President

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

DATE: Sept 13, 2022

DATE: Sept 13, 2022

BY: Sukawt Al Mansouri
Sukawt Al Mansouri, Chapter Co- President

DATE: Sept 13, 2022

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 Everett School District #2 (Employer) has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employee Benefit Association Trust for Public Employees of the State of Washington (collectively the “plans”).

The **Standard HRA Plan**, which shall be integrated with the employer’s or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-Separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer’s or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires.

Employer agrees to contribute to the Plans on behalf of all employees in the Public School Employees EAEOP employees (PSE-OP Group) defined as eligible to participate in the Plans. The Plans must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

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

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

Sick Leave Contributions on Retirement¹: Eligibility for contributions at retirement separation from service is limited to employees who retire from service with sick leave cash-out rights during the terms of this agreement.

Vacation Leave Contributions on Retirement from Employment: Eligibility for contributions at retirement separation of service is limited to employees who retire with vacation cash-out rights during the terms of this agreement. Employer contributions shall include the cash-out value³ of

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.

1 unused leave days (vacation) accrued and available for cash-out upon retirement or separation per
2 Employer policy.

3
4 **Note:** All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out
5 value of leave days or hours accrued by such employee available for contribution in accordance with
6 statute and District policy or procedure. For sick-leave cash-outs, it is understood that all eligible
7 employees will be required to sign and submit to the District a hold harmless agreement complying with
8 RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such
9 agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any
10 time during the term of this agreement, and any and all excess sick leave which, in the absence of this
11 agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash
12 rights that pertain to such excess sick leave.

13
14
15 This Memorandum of Understanding shall become effective **September 1, 2022** and shall remain in
16 effect until **August 31, 2023** and shall be attached to the Collective Bargaining Agreement.

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18
19
20 PUBLIC SCHOOL EMPLOYEES
21 OF WASHINGTON/SEIU 1948

22
23 EVERETT OP CHAPTER #1102

EVERETT SCHOOL DISTRICT #2

24
25
26
27 BY: Jodie Moyer
28 Jodie Moyer, Chapter President

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30
31
32 BY: Dr. Ian B. Saltzman
33 Dr. Ian B. Saltzman, Superintendent

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42
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DATE: Sept 13, 2022

DATE: Sept 13, 2022

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.