

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS**

AND

EVERETT SCHOOL DISTRICT NO. 2

September 1, 2013 through August 31, 2016

**PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
AND
EVERETT SCHOOL DISTRICT NO. 2**

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COLLECTIVE BARGAINING AGREEMENT
Between
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
And
EVERETT SCHOOL DISTRICT NO. 2

Working conditions made and entered into by and between Everett School District No. 2 of Everett, Washington, hereinafter designated as the District, and the PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS, hereinafter designated as the Union, for the purpose of negotiating their mutual business relations in regards to the following scale of wages, schedule of hours and working conditions affecting the members of the Union.

1.00 - EQUAL OPPORTUNITY

1.01 - Equal Opportunity

Both the Union and District agree to support the principles of equal employment opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant because of such individual's religion, race, color, national origin, age or sex.

2.00 - MANAGEMENT'S RIGHTS

2.01 - Management's Rights

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

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

- a. Direction and management of working forces, including the right to hire, suspend, discharge for cause, transfer, and relieve employees from duty and because of lack of work.
- b. The determination of the management organization and the selection of employees for promotion to supervisory and other managerial positions.
- c. The maintenance of discipline and control and use of District property.
- d. All discharges for cause or disciplinary action of employees shall be the exclusive prerogative of management subject to conditions contained in this Agreement and provided this Section shall not be used for the purpose of discriminating against employees because of Union activity. The Union shall be notified of any written disciplinary actions, unless the employee requests in writing that the District not do so.
- e. To set standards of competency for work done by employees.
- f. To make necessary policies, rules, and regulations not inconsistent with this Agreement.

The above mentioned management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which belong to and are inherent to management.

3.00 - HOURS

3.01 - 40 Hours Per Week

Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work, Monday through Friday. A forty (40) hour work week may consist of other than five (5), eight (8) hour days, if mutually agreed upon.

3.02 – Overtime

Work performed in excess of eight (8) hours and up to twelve (12) hours per day shall be paid at time and one half the straight time rate. All work performed on Saturdays will be paid at time and one half. Work performed in excess of twelve (12) hours per day, including on a Saturday, shall be paid at two (2) times the rate of pay. All work performed on Sundays, days designated by the District as "non-work days" in years with 261 or 262 work days, and holidays shall be paid at double the straight time rate of pay.

The District will strive to assure an equitable allocation of overtime to qualified employees in the bargaining unit. Any unplanned overtime will be assigned to the qualified employee presently performing the task on site. For planned overtime, it shall be offered first to qualified permanent employees by seniority. Emergency repairs outside the regular shift may be assigned to permanent qualified employees. Overtime and emergency repairs outside the regular shift may be assigned to temporary employees if there is no permanent employee available or willing to accept the assignment.

3.03 - Work Day Hours

All time worked in one day before 6:00 a.m. or after 6:00 p.m. shall be paid for at the rate of time and one half. The District will pay overtime only if proper approval is received in advance. No split shifts are permitted except as mutually agreed upon for each job.

The 6:00 a.m. to 6:00 p.m. rule shall not apply in the event of an emergency such as earthquakes, floods, fires or inclement weather or similar emergencies. The starting time of the shift may be adjusted to fit the emergency, and up to twelve (12) hours in any twenty-four (24) hour period may be worked at straight time.

3.04 - Extra Part-Time Work/2 Hour Call

A minimum of two (2) hours pay will be paid any employee who is called back to work. This pay shall be at the regular rate of pay except in overtime situations, in which the overtime rate would apply. Call-back pay shall not apply to extensions of the regular workday. An "extension" is additional work time of up to one (1) hour which falls immediately preceding and adjacent to a scheduled work shift when the employee is already on-site or additional work time immediately after and adjacent to a scheduled work shift. For extensions immediately prior to a work shift, the employee and his or her supervisor may, upon mutual agreement, flex the employee's scheduled work shift that day to allow the employee to leave early in lieu of additional pay.

4.00 - HOLIDAYS

4.01 - Regular Employees Holidays

Except as herein noted, employees shall be granted the following holidays without loss of pay:

New Year's Eve Day
New Year's Day
Martin Luther King Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Day after Christmas

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

5.00 - VACATIONS

5.01 - Determining Number of Vacation Days by Employee Tenure

All full-time maintenance personnel, year-around only, working in the District shall be credited monthly with vacation days for each year of continuous service as shown on the table below:

1st and 2nd year	12 days
3rd and 4th year	13 days
5th year	16 days
9th year	17 days
12th year	18 days
13th year	19 days
14th year	20 days
15th year	21 days
16th year	25 days

5.02 - Anniversary Date for Vacations

The anniversary date for vacation records is July 1st. Employees who begin working by January 1st shall begin their second year of service on the following July 1st for vacation credit purposes. Full-time employees shall earn a day vacation for each month of employment in the first year (through June 30th).

5.03 - Scheduling

Vacations shall be scheduled by the administration during non-school days except as otherwise mutually agreed. When nearing retirement, an employee may request to work his or her final twelve (12) month period without vacation in order to accumulate days for compensation upon retirement as described, and limited, in Section 5.06.

5.04 – Banking

All employees shall be allowed to bank a maximum of sixty (60) days of vacation. An employee may request to bank more days for very special occasions, but without special permission, an employee's bank of vacation shall never exceed sixty (60) days.

5.05 – Annual Buy-Back

Employees may sell back up to five (5) days vacation each year by providing notice to the District by August 31 each year for payment in September.

5.06 - Termination Pay In Lieu of Vacation

When any employee quits on his or her own accord or is terminated after ~~he has~~ having been employed for one year or more of continuous service, the employee is entitled to termination pay in lieu of vacation not to exceed two hundred forty (240) hours.

6.00 - WORKING CONDITIONS

6.01 - Meal Period Provided

All employees shall be entitled to a meal period, on their own time if it is possible for them to leave their job; or if required to remain on duty, there shall be no deduction for a meal period. Employees working three or more hours longer than a normal eight (8) hour work day shall be allowed at least one additional meal period prior to or during the longer working period, and, if not allowed to leave the job for the additional meal period, shall be provided a meal pursuant to the District's meal reimbursement schedule. No employee will be required to work more than six consecutive hours without a meal period.

6.02 – Sick Leave

Each full-time employee shall be entitled to a maximum of twelve (12) days of compensated leave each year to be used for illness, injury and emergencies, which shall be accrued on a monthly basis. Less than full-time employees shall be entitled to a prorated leave.

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

- a. During an illness or injury which has incapacitated the employee from performing his/her duties.
- b. During the infectious period following the exposure of an employee to a contagious disease during which his/her attendance on duty would jeopardize the health of fellow employees or the public.
- c. For the purpose of necessary medical or dental appointments or, when such appointments have been arranged in advance with the employee's supervisor.
- d. To care for a dependent child of the employee under the age of 18, with a health condition that requires treatment or supervision.

Any employee absent three (3) or more consecutive workdays due to the conditions set forth above may be required to present a doctor's certificate which states the employee's ability to return to work.

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

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

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

6.03 – Emergency Leave

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 problems must have been suddenly precipitating and must be used each year that preplanning is not possible or that preplanning could not relieve the necessity for the absence.
- b. The problem cannot be one of minor importance or mere convenience, but must be serious.
- c. Weather conditions for local travel to and from school will not be considered as a valid reason for emergency leave.
- d. Emergency leaves will not be granted for reasons connected with other leaves provisions contained in this Agreement.

A written application for emergency leave ("Payroll Absence Verification form") must be submitted to the Human Resources Department on the day of return to work.

6.04 - Insurance

1. All insurance programs shall be offered in the District through a 501(c)(9) VEBA Trust (hereinafter "Trust"), unless otherwise expressly provided.

In keeping with the powers and responsibilities as described in the Trust document, the funding available from the District and/or plan participants, the Trustees shall determine the benefits to be provided and the contributions required of plan participants.

2. For each year of the agreement, the District shall contribute the state allocation for insurance per FTE employee. The District shall also pay the retiree carve-out above this amount. For the purposes of this Agreement, a full-time equivalent (FTE) staff unit is 1,440 paid hours per year.

It is agreed that in the event of a determination by the Superintendent of Public Instruction or other legal authority that the District's level of contribution for insurance benefits for its classified employees exceeds those allowed by law or implementing regulation, the District may adjust its contribution as provided by this Agreement and the amount received by individual employees there under to the extent necessary to conform with law or implementing regulation. Further, the District shall have the right to redefine a full-time equivalent (1.0 FTE) staff unit as two thousand and eighty (2,080) hours per year.

3. Employees may select insurance coverage from any options provided by the Trust in accordance with the rules and procedures established by the Trust and the insurance carriers. All enrollment procedures shall be handled through the Human Resources Department. It is the responsibility of the employee to notify the Human Resources Department of changes in dependent statuses, address, and other relevant information.
4. Employees with a benefit FTE of .9 or greater shall be eligible to receive medical, dental, life/AD&D, and disability insurance benefits. The full premium for the dental, life/AD&D, and disability insurance plan(s) shall be first paid by the Trust from each employee's benefit contribution. The remaining amount, if any, will be applied toward the medical insurance coverage selected by the employee.

Employees with a benefit FTE of .75 through .89 shall be eligible to receive dental, medical, and disability insurance benefits. The full premium for the dental and disability insurance shall first be paid by the Trust from each employee's benefit contribution. The remaining amount, if any, will be applied toward the medical insurance coverage selected by the employee.

Employees with a benefit FTE of .33 through .74 shall be eligible for dental and medical insurance benefits. The full premium for the dental insurance shall be first paid by the Trust from each employee's benefit contribution. The remaining amount, if any, will be applied toward the medical insurance coverage selected by the employee.

Employees with a benefit FTE of less than .33 shall not be eligible for any insurance benefits.

5. If the monthly benefit contribution provided to the Trust by the District does not cover the premium(s) in full for the insurance benefits, the District shall deduct from the employee's salary the amount necessary to pay the premium(s) due.
6. Employees may elect to enroll in a short-term salary insurance program provided by the Trust, on a payroll deduction basis. The premiums for this shall be paid to the Trust by those employees electing to participate.
7. If the State permits increases for classified employee insurance contributions during the term of this Agreement, the monthly contribution set forth in paragraph 2 above will be increased to the extent consistent with law, provided the State specifically appropriates funds for such increases. If the parties are unable to agree on the amount of said increase, the subject will be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as may be agreed in subsequent negotiation.

8. This Section shall remain in effect until the expiration of the current collective bargaining agreement between the parties, unless modified in writing by both parties. This agreement may be reopened by either party in the event: (1) the Trust is dissolved; or (2) the terms of this agreement do not comply with law.

6.05 – Bereavement

A maximum of five (5) days leave with pay will be allowed for each death in the immediate family (spouse, domestic partner, parent, step-parent, parent-in-law, child, child-in-law, sibling, sibling-in-law, grandparent, grandchild, or any other family member residing in the employee's household). Such leave is nonaccumulative. The District retains the right to require documentations relative to use of this leave. Concurrent deaths in a family should be treated as a single death. An employee, at the discretion of his/her supervisor, may use up to one (1) day of vacation leave or unpaid leave to attend the funeral of a close friend.

6.06 – Family Illness Leave

Two (2) days of paid leave per year will be allowed each employee in the event of serious illness to his/her spouse, parents, or children. Such leave must be reported on a Payroll Absence Verification form, and shall include the name and phone number of the attending physician. Such leave is nonaccumulative. Concurrent serious illness shall be treated as a single serious illness.

6.07 – Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.

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

6.08 – Military Leave

Members of the Washington National Guard or National Military Reserve Units shall be granted military leave of absence from his/her assignment for a period not exceeding twenty-one (21) calendar days during each year (October 1 to September 30), provided such reservist has been called to active training duty and has made all reasonable efforts to arrange for active training duty during nonwork days. The employee shall receive his/her normal District pay and there shall be no loss of vacations or sick leave, and seniority to which he/she might otherwise be entitled.

An employee called into military service shall not lose any seniority for rehire to which entitled under the law.

6.09 - Miscellaneous Leaves

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

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

6.10 – Seniority

The District and Union agree that length of service within the bargaining unit and skills required shall determine rehire from layoff.

6.11 - Advancement of Cost Saving Mechanisms in Lieu of Layoffs

The Union shall be entitled to consult with the District regarding alternative personnel cost saving mechanisms in lieu of layoffs, upon notification of planned economic layoffs. If after consultation with the Union the District determines that economic layoffs are necessary, the District shall, before actually implementing a layoff, first consider volunteers for layoff. Secondly, if there are not enough volunteers, the District shall consult with the Union regarding the order of layoffs with seniority being the first consideration. Seniority shall be determined by date of hire within the bargaining unit.

6.12 - Payroll Deductions Allowed

Payroll deductions from employee's pay for Union dues will be allowed upon written request by the employee.

6.13 - Tools Furnished

The Everett School District will furnish tools for the maintenance mechanics.

6.14 - Coordination of Industrial and Other Benefits

When an employee is eligible for benefits from the Industrial Insurance Program, payroll warrants issued during this period will be for sick leave supplemental payments prorated in the appropriate amount industrial insurance falls short of the employee's regular net pay. An employee at his/her option may choose to accept only Industrial Insurance and return accumulated sick leave benefits.

6.15 - Probationary Period

Each new employee shall be subject to a one hundred twenty (120) 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 discharge without cause.

7.00 - PART-TIME EMPLOYEES**7.01 - Benefits for Part-Time Employees**

All employees who work less than four (4) hours per day shall not receive benefits of vacation pay, termination pay, paid holidays, retirement, or any other benefits except as specifically provided elsewhere in this Agreement, and these employees shall be paid by the hour for the number of hours worked.

7.02 - Summer Helper

A summer helper is established in this Agreement covering those summer helpers hired directly by the District. Hourly rates for summer helpers are set forth in Appendix A. Summer helpers generally work during the period of May through September, and are not eligible to receive benefits such as vacations, holidays, insurance coverage, except as may be specifically provided by this Article. Summer help will be provided supervision at all times.

7.03 - Summer Foreman

Summer student supervisor wage rate will be 7% per hour above the highest classification in the Agreement. (Preference for summer supervision will be given to regular maintenance staff.)

7.04 - Temporary Help

Temporary help will receive benefits if position will last sixty (60) days or more.

8.00 - UNION RECOGNITION

8.01 - Union Recognition

The PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS is recognized by the Employer as the collective bargaining agency for the employees performing work as maintenance mechanics or trainees. Exception: Those employees who have been a member of another union for five years or more prior to May 1968 and are presently employed in the maintenance department.

8.02 - Union Membership

Those employees who are members in good standing of the Union shall maintain that membership as a condition of employment for the life of this Agreement.

New employees hired subsequent to September 1, 1985, shall, as a condition of employment, either join the Union within thirty (30) days of their date of hire or pay to the Union a representation fee as their proportionate share of the Union's cost for bargaining activities.

In lieu of Union dues or representation fee as noted above, those individuals working under the summer helper classification shall obtain a monthly work permit from the Union.

Nothing contained herein shall require Union membership by employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to the representation fee to a non religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

The Union will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any deduction of Union dues (Section 6.13) or requirement that employees pay membership or representation fee to the Union or a charitable organization as a condition of employment (Section 8.02).

8.03 - Trainee Hiring

Nothing herein shall prohibit the hiring of trainees.

9.00 - ANNUAL REVIEW OF WORKING CONDITIONS

9.01 - Annual Review of Working Conditions

There shall be an annual review of working conditions.

10.00 - GRIEVANCE PROCEDURE

10.01 - Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

10.02 - Definitions

A "grievant" shall mean an employee having a grievance, or, in connection with Union rights, the Union. A "grievance" shall mean an allegation by a grievant that a dispute or disagreement exists involving the interpretation of this Agreement. Board policies are not subject to this grievance procedure.

10.03 - Consolidation of Grievances

In connection with grievances by multiple grievants dealing with the same issue and the same administrator, the grievances shall be consolidated for proceedings at Step One. For grievances by multiple grievants dealing with the same issue, but different administrators, they shall be consolidated at Step One, for the same administrators, and Step Two for further proceedings.

In matters dealing with alleged violations of Union rights, the grievance shall be initiated at Step Two.

10.04 - Rights to Representation

A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a Union representative selected by the Union. If an aggrieved party chooses not to be represented by the Union, the Union shall have the right to be and to state its views at all stages of the grievance procedure; any adjustment of such a grievance shall not be inconsistent with the terms of this Agreement.

10.05 - Time Limitation

Formal filing of a grievance, as hereinafter set forth, shall be initiated by the employee in writing within fifteen (15) calendar days of the date such grievance is discovered or reasonably should have been discovered or the grievance will be deemed waived. If the stipulated time limits are not met by the District at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant, the grievance shall be deemed waived.

10.06 - Procedure

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

1. Step One - Within fifteen (15) calendar days of the date an alleged grievance is discovered or reasonably should have been discovered, the grievant must present the grievance in writing to the immediately involved administrator, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. Said administrator shall provide the grievant and the Union with a written answer to the grievance together with the reasons for the decision within four (4) days after the meeting.
2. Step Two - If the grievance is not settled at Step One, then the grievance may be referred in writing to the Superintendent within ten (10) days after the grievant's receipt of the administrator's answer at Step One. The written grievance shall give a clear and concise statement of the alleged grievance, including the facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, the issue involved and the relief sought. The Superintendent or his/her representative shall arrange for a hearing with the grievant to take place within five (5) days of his/her receipt of the appeal. The parties shall have the right to include in the hearing such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Each party shall pay for its witnesses. Upon conclusion of the hearing, the Superintendent or his/her representative will have four (4) days to provide his/her written decision, together with the reasons for the decision to the Union, and grievant.
3. Step Three - If the grievance is not settled at Step Two, the grievant may, within ten (10) days after receipt of the Superintendent's answer at Step Two, request in writing that the Union submit his/her grievance to arbitration. The Union may by written notice to the Superintendent, within seven (7) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. Arbitration shall be conducted in accordance with the provisions which follow:

- A. Selection of Arbiter - By Agreement: In regard to each case that reaches arbitration, the parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration the provisions of "B" (Selection of Arbiter - American Arbitration Association) shall apply to the selection of an arbiter.
- B. Selection of Arbiter - American Arbitration Association: In the event an arbiter is not agreed upon as provided in "A" above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.
- C. Arbitration - Rules of Procedure: Arbitration proceedings shall be in accordance with the following:
 - 1. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within twenty (20) days (unless mutually extended) of the completion of the hearing. Neither party shall be permitted to assert in the arbitration proceedings any evidence which would change the issues submitted at Step Two.
 - 2. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
 - 3. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement in the presence of both parties.
 - 4. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
 - 5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
 - 6. The costs for the services of the arbiter, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be shared equally by the District and the Union. All other costs will be borne by the party incurring them.

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 of the stenographic costs.

10.07 - Binding Effect of Award

All decisions arrived at under the provisions of this grievance procedure by the representatives of the District and the Union, or the arbiter, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this

Agreement in whole or in part. Nor shall the arbiter have any authority to render any decision or award contrary to law.

10.08 - Time Limitation as to Back Pay

Grievance claims regarding retroactive compensation shall be limited to the effective beginning date of this Agreement, provided, however, that this limitation may be waived by mutual consent of the parties.

10.09 - Exceptions to Time Limits

The time limits set forth in this grievance procedure may be extended by mutual written agreement. When a time limit falls on a weekend, holiday, winter or spring vacation, the limit shall be extended to the next work day.

10.10 - Signing Grievance Does Not Concede Arbitrable Issue

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

10.11 - No Reprisals or Harassment

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in any grievance. There will be no harassment of Board members, administrators, or grievants during the processing of a grievance or thereafter.

10.12 - Information for Grievance Processing

The District will furnish the information relating to the processing of any grievance.

10.13 - Continuity of Grievance

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

11.00 - MAINTENANCE, REPAIRS, ALTERATIONS, NEW CONSTRUCTION

The following policy shall govern the procurement of services for maintenance, repair, alteration and new construction of real property in the Everett School District No. 2.

11.01 - Definitions

"Maintenance" is the routine recurring work required to keep a facility in such a condition that it may be continuously utilized at its original or designed capacity and efficiency for its intended purposes.

"Alteration" is a relocation or rearrangement of, or an addition to, or an architectural, structural, or other change in a facility affecting its structural strength, stability, safety, capacity, efficiency or usefulness.

"New construction" is the erection or assembly of a facility built separate and apart from an existing facility, from fabricated, processed or raw materials or parts.

11.02 - Use of Maintenance Personnel

1. The primary function of regular maintenance forces is to perform maintenance and repair incident to maintenance. The force shall not exceed the requirement of this objective. In those cases where the work is of a minor nature, or where conditions are such that it is impractical to prepare plans and specifications, or where obtaining contractors personnel introduces unacceptable delays in operational schedules, or where work must be performed intermittently to avoid disrupting other important schedules, maintenance employees may be used.

2. The regular maintenance force will be paid at wage rates established by this Agreement regardless of the type of work to which assigned. All maintenance employees in the building trades occupations who are hired on a temporary basis for the purpose of accomplishing specific work projects will be paid prevailing construction rates and fringe benefits. They shall not be subject to District employee fringe benefits, medical coverage, vacations, holidays, etc., as defined in this Agreement.
3. The District will work with the PNWRCC in the hiring of temporary help.

11.03 – Subcontracting

The District shall retain its right to subcontract work. However, the District shall not subcontract work covered by the classifications included in this agreement unless the regular employees employed in these classifications are used first. This is not a guarantee of employment, but rather it is a commitment to not use outside contractors at times when regular employees are available. As an exception to the foregoing commitment, the District may still subcontract if any of the following conditions occur:

1. The required services are uncommon to District employees because they are special, highly technical, peculiar, or unique in character.
2. The required services involve the use of equipment or materials not possessed by the District at the time and place required.
3. When the services of a contractor are necessary for health and safety reasons.

In addition, there shall be no restriction on subcontracting any work at any time under any conditions which is above the bid threshold established by law or under any circumstances where the District is required to comply with applicable law.

12.00 - NO STRIKE - NO LOCKOUT

12.01 - No Strike - No Lockout

There shall be no strike, work stoppage, picketing, or slow downs by the employees covered by this Agreement or any lockout by the School District during the term of this Agreement. However, it shall not be a violation of this Agreement for employees covered by this Agreement to refuse to cross a picket line of another Union to perform work under the following conditions: (1) where the purpose of the picketing is lawful, (2) established by a Union recognized as a bargaining agent by the School District, and (3) the picketing is authorized by the Union and the PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS. Proper evidence of authorization shall be presented to the District prior to the refusal to cross a picket line.

13.00 - SALARIES

13.01 - Requirements and Placement

A maintenance mechanic trainee shall be a full-time District employee who does not meet the qualifications of maintenance mechanic.

A maintenance mechanic trainee may be given credit for years worked in either construction or maintenance of a comparable nature to school maintenance; however, in no event shall the period of employment as a maintenance mechanic trainee extend beyond four (4) years.

At the time a maintenance mechanic trainee is hired, the District will give the employee a written statement of expectation regarding the employee's length of service as a maintenance mechanic trainee. Upon meeting the qualifications of maintenance mechanic as set forth below, a trainee shall be assigned to the position of maintenance mechanic.

A maintenance mechanic shall have at least four (4) years experience in the trade in which he/she is employed and must show evidence of qualifications as a journey level craftsman in his/her trade of employment.

13.02 - Temporary or Summer Employees

Employees assigned to supervise a crew of two (2) or more temporary employees or summer helpers shall receive a premium of 7.0% per hour above the highest classification in the Agreement.

13.03 - Salary Schedule

Employees shall be paid the hourly wages contained in Appendix A. For school years covered by this Agreement, the wage rates in Appendix A shall be improved by the percentage increase of the state funded salary raise (COLA) for classified employees in the month such increase is effective. If the state provides classified employee salary increases in any manner other than the percentage increase commonly used in the past, the Agreement shall reopen solely for the purpose of determining how to apply the salary increase to the wage rates in Appendix A. The stipend for obtaining the Master Mechanic competency will be \$2.00/hour for the 2013-14 school year, \$2.30/hour for the 2014-15 school year and \$2.60/hour for the 2015-16 school year. The stipend will be awarded upon successful completion of the program as outlined in Section 13.04, and shall be reflected in an employee's paycheck in the next available payroll cycle after completion.

13.04 - Master Mechanic

An employee shall be eligible for the Master Mechanic rate of pay by meeting the following qualifications:

- a. Industry certification or trade competency in the employee's primary craft assignment;
- b. Competency in District-defined standards for safety, technology, customer service, diversity, and leadership;
- c. Demonstrated competency in an additional craft after completion of an on-the-job cross-training plan; and
- d. Four years successful evaluations as a Maintenance Mechanic on the Everett School District evaluation forms. Employees who have previous Maintenance Mechanic experience at another public school district shall be credited with a maximum of two (2) years successful evaluations at a rate of one (1) year credit for every four (4) years of work at another district.

13.05 - On-the Job Cross-Training

An employee is eligible to begin an on-the-job cross training program if the employee has completed one year in the bargaining unit and his or her most recent overall evaluation is satisfactory with no specific performance concerns identified.

An on-the-job cross-training program shall begin within one calendar month of an employee's request to begin such program. The training program shall be jointly developed by the designated craft team and Director. The plan will be agreed upon by the trainee before beginning. The plan will be periodically reviewed with the employee, craft team, and the Director to review plan progress and to determine plan modifications if needed.

When an employee believes he or she is ready to be evaluated in the additional craft, the employee shall provide notice to the Director. The employee shall be evaluated within one calendar month of the employee's notice to the Director. The evaluation shall be conducted by a peer evaluation team using standards developed by the designated craft team. The peer evaluation team shall make a recommendation to the Director when the employee has met the standards in that craft.

The Director shall form the craft teams comprised of a minimum of two staff members, and in some cases the craft team may include outside experts who have the skill/competency in that particular craft.

13.06 – Direct Deposit

The pay warrants of all employees shall be directly deposited into a bank account identified by the employee.

14.00 - WAIVER AND COMPLETE AGREEMENT

14.01 - Waiver and Complete Agreement

The parties acknowledge that during the negotiation resulting in this Collective Bargaining Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The District and Union each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter negotiated into the Agreement or dropped during the course of negotiation. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive.

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to, amend or supplement at any time period.

15.00 - SAVINGS CLAUSE

15.01 - Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee covered by this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent provided by law but all other provisions or applications shall continue in full force and effect.

16.01 - Contract Period

This Agreement shall be in full force and effect from September 1, 2013, through August 31, 2016.

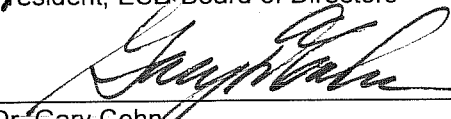
EXECUTION - SIGNATURES

Executed this 27 day of August, 2013 at Everett, Washington by the undersigned by the authority of and on behalf of the Everett School District No. 2 and the PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS.

EVERETT SCHOOL DISTRICT NO. 2



Jeff Russell
President, ESD Board of Directors

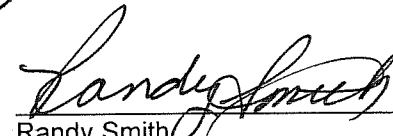


Dr. Gary Cohn
Superintendent, Everett School District

PACIFIC NORTHWEST REGIONAL COUNCIL
OF CARPENTERS



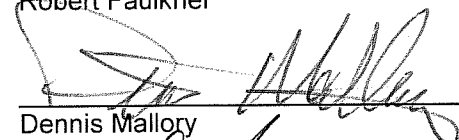
Joe Baca, PNWRCC



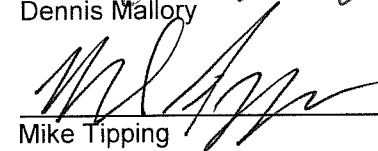
Randy Smith



Robert Faulkner



Dennis Mallory



Mike Tipping

APPENDIX A - SALARY SCHEDULE

EVERETT SCHOOL DISTRICT NO. 2 PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2013 - AUGUST 31, 2016

<u>POSITIONS</u>	<u>HOURLY WAGE</u>
Service Technician	\$19.50
Maintenance Mechanic Trainee	\$24.27
Stadium Caretaker	\$24.28
Maintenance Mechanic	\$27.63
Master Mechanic stipend	\$2.00 (13-14)
	\$2.30 (14-15)
	\$2.60 (15-16)
Summer Helpers	\$10.68

LETTER OF AGREEMENT REGARDING SUMMER HELPER
BETWEEN
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
AND
SEIU LOCAL 925
AND
EVERETT SCHOOL DISTRICT NO. 2

The parties agree to the following:

Any employee hired as Summer Help shall receive a wage of \$10.68 per hour. This wage shall not be subject to COLA or other raises unless mutually agreed upon by the above named parties.

Summer Helpers shall be required to purchase a \$25.00 monthly work permit. Applications for work permits shall be divided equally between SEIU and PNWRCC.

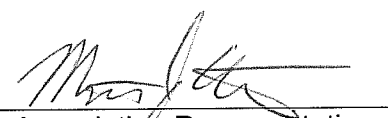
EVERETT SCHOOL
DISTRICT

PACIFIC NW REGIONAL
COUNCIL OF
CARPENTERS

SEIU, LOCAL 925


Dr. Gary Cohn
Superintendent


Association Representative


Association Representative

8-27-13
Date

9/17/13
Date

9/26/13
Date

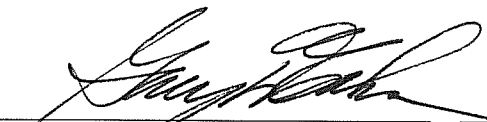
LETTER OF AGREEMENT REGARDING ASSESSING TRAINING NEEDS

BETWEEN
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
AND
EVERETT SCHOOL DISTRICT NO. 2


The District agrees to form a committee with Trades employees to assess training needs.

The District shall provide training to District employees using motorized electric, gas, or natural gas powered scissor lifts and power lifts, or any scaffold equipment.

EVERETT SCHOOL DISTRICT PACIFIC NW REGIONAL COUNCIL OF CARPENTERS



Dr. Gary Cohn
Superintendent



Association Representative

8-27-13
Date

9/17/13
Date

LETTER OF AGREEMENT REGARDING INSURANCE SUBSIDY

**BETWEEN
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
AND
EVERETT SCHOOL DISTRICT NO. 2**

The Everett School District and Pacific Northwest Regional Council of Carpenters agree to amend the health insurance provisions of their current collective bargaining agreement for the 2013-14 school year to provide an additional \$30 per month District subsidy of the employee contribution to the Everett School Employee Benefit Trust for any employee with a monthly contribution greater than \$200. A pro-rata amount will be contributed by the District for those employees who are less than 1.0 FTE.

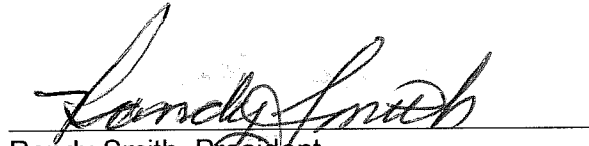
All other provisions of the collective bargaining agreement shall continue to be in full force and effect. Any disputes regarding the provisions of this letter of agreement shall be resolved in accordance with the grievance provisions of the current collective bargaining agreement.

This agreement shall be effective for insurance contributions in the September 2013 payroll and continue for the remainder of the 2013-14 school year.

Everett School District

Pacific Northwest Regional Council of
Carpenters


Dr. Gary Cohn, Superintendent


Randy Smith, President

8-27-13
Date

9-17-13
Date