

2017 - 2020

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EVERETT SCHOOL DISTRICT NO. 2

AND

TEAMSTERS UNION LOCAL NO. 38
(BUS/VAN DRIVERS)

Effective
September 1, 2017 to August 31, 2020

TABLE OF CONTENTS

ARTICLE 1 – UNION RECOGNITION.....	1
ARTICLE 2 – UNION/ MEMBERSHIP	1
ARTICLE 3 – UNION BUSINESS.....	2
ARTICLE 3A – MANAGEMENT RIGHTS	3
ARTICLE 4 – PROBATION AND SENIORITY	3
ARTICLE 5 – MINIMUM HOUR GUARANTEES	4
ARTICLE 6 – ROUTE BIDDING	4
ARTICLE 7 – WAGES AND OVERTIME	5
ARTICLE 8 – HOLIDAYS.....	6
ARTICLE 9 – VACATION	6
ARTICLE 10 – HEALTH AND WELFARE	6
ARTICLE 11 – LEAVES OF ABSENCE	7
ARTICLE 12 – RETIREMENT.....	10
ARTICLE 13 – GENERAL CONDITIONS	10
ARTICLE 14 – DISCIPLINE AND SEVERANCE OF EMPLOYMENT	11
ARTICLE 16 – NO STRIKE NO LOCKOUT.....	13
ARTICLE 17 – SEVERABILITY	13
ARTICLE 18 – DURATION.....	14

AGREEMENT
by and between
EVERETT SCHOOL DISTRICT NO. 2
and
TEAMSTERS LOCAL UNION NO. 38

September 1, 2017 through August 31, 2020

THIS AGREEMENT is by and between EVERETT SCHOOL DISTRICT NO. 2, hereinafter referred to as the "District," and TEAMSTERS UNION LOCAL NO. 38, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 – UNION RECOGNITION

The District recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time bus/van drivers, in Everett School District No. 2 excluding supervisors, confidential employees, and all other employees.

ARTICLE 2 – UNION/ MEMBERSHIP

- 2.1 It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union, or pay a representation fee to the Union as compensation for representation and bargaining services. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union or pay a representation fee to the Union as compensation for representation and bargaining services provided; where the effective date of this Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing.
- 2.2 Only employees whose normal work schedule consists of ten hours or more per month during the school year shall be required to join the Union or pay a representation fee within the time limits set forth in this Agreement.
- 2.3 The District shall notify the Union of any new hire or employee termination by furnishing the Union each month with the Board personnel report and a list of all new employees covered by this Agreement, including their addresses, and telephone numbers, as well as any duly executed authorization cards within the District's possession.
- 2.4 In the event an employee fails to apply for or maintain his/her membership in the Union or authorize deduction of a representation fee as required in Section 2.1 of this Agreement, the Union may give the District Human Resources Department notice of this fact and within five workdays after receipt of such notice, the service of such employee shall be terminated by the District.

- 2.5 The District shall notify all employees subject to this Agreement at their time of hire as to the terms and conditions of this Article.
- 2.6 Upon receipt of a written authorization individually signed by a bargaining unit employee, the District shall deduct from the pay of such employee the amount of dues, representation fees, initiation fees, uniform assessments and delinquent dues as certified by the Union to be uniformly required as a condition of membership in the Union and shall transmit the same to the Union.
- 2.7 Dues deduction and initiation fee authorization by the employee shall be on a form approved by the parties hereto and shall be effective for the term of this Agreement.
- 2.8 The Union shall indemnify, defend and hold the District harmless against any claims made against or any suit instituted against the District on account of any check-off of Union dues, representation fees, or political contributions. The Union shall refund to the District any amounts paid to it in error on account of check-off provision upon presentation of proper evidence thereof.
- 2.9 Democrat, Republican, Independent Voter Education (DRIVE) Contributions: The District agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE upon presentation of written authorization from the employee and the amounts authorized by the employee. The District shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted, along with the name for each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck.
- 2.10 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 nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. At a frequency determined by the Union, the employee shall furnish written proof to the Union 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.

ARTICLE 3 – UNION BUSINESS

- 3.1 When the District and Union agree to schedule a negotiating session or other meeting during an employee's regular work hours, the employee shall be released to participate without loss of compensation.
- 3.2 The Union shall have the right to enter the District establishment for the purpose of checking on the operation of this Agreement provided all Union representatives shall check in with the main office of the facility being visited at the beginning of the visit whenever the main office is open for business. This shall not stop the Union from visiting bargaining unit members when the main office is closed. Such visits will not interrupt or delay regularly-scheduled work.

- 3.3 The District shall provide a bulletin board for use of the Union at the District transportation offices in a convenient location approved by the District, and accessible to employees.
- 3.4 The Union will provide an accurate copy of the current Agreement to each new employee.
- 3.5 When leave would not seriously impair educational services to students, and upon request of the Union with reasonable advance notice, the District will release a bargaining unit member at the request of the Union for a cumulative total of up to five days per calendar year for union-related business. The Union shall reimburse the District the total cost of the employee's salary and benefits upon receipt of an invoice from the District.

ARTICLE 3A – MANAGEMENT RIGHTS

- 3A.1 It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District.
- 3A.2 Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the right of the District to hire, transfer, promote, demote, assign and retain employees and to maintain the discipline and efficiency of its employees; the rights to lay off, or otherwise relieve employees from duty because of lack of work for them to do or for other legitimate reasons; the right to establish, change, and direct the methods and processes of doing work and to introduce new and improved work methods or equipment; the right to determine the starting and quitting times and the number of hours worked; the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance. The exercise of the District's rights stated herein is an exclusive function of management.
- 3A.3 The District and Union recognize that the District employees in this bargaining unit provide transportation for students in certain subpopulations (e.g., some or most of the District's homeless students, highly capable students, and students with disabilities). Which students are assigned to the subcontractor or District routes is fluid and depends on the availability and efficiency of the route. Should the District decide to change its current practice and subcontract all transportation services, the District will provide at least three working months advance notice to the union (during which time bargaining unit members continue to perform the same work), bargain the impacts of the decision and comply with any legal requirements under RCW 28A.400.285 as now or hereafter amended.

ARTICLE 4 – PROBATION AND SENIORITY

- 4.1 Probationary Period – Regular employees during their first 90 workdays shall be on probation. The employee, during the probationary period shall be subject to discharge, with or without just cause at any time.
- 4.2 The District shall post a current seniority list of all employees in the bargaining unit covered by this Agreement which shall include each employee's most recent date of hire in a bargaining unit position. Should two or more employees have the same such date then the following shall be used to determine the employee's seniority:
 - (a) The first day of work with the District including time as a substitute and;
 - (b) If (a) is the same, then seniority shall be determined alphabetically by last name.

- 4.3 An employee's seniority shall be lost for the following:
- (a) Justifiable discharge;
 - (b) Voluntary termination; and/or
 - (c) Layoff or leave of absence (including medical leaves) exceeding 21 continuous calendar months.
- 4.4 Layoffs – When employment levels are reduced due to lack of work, employees shall be taken off work in reverse order of their seniority.

ARTICLE 5 – MINIMUM HOUR GUARANTEES

- 5.1 An "Employee" shall be defined for the purposes of this Article as any individual who is employed by the employer as a relief driver or as a bus/van driver who drives a regularly scheduled A.M. (morning) and/or P.M. (afternoon) run and is required to report to the terminal each day and who is eligible to bid.
- 5.2 Employees shall be guaranteed a minimum of two hours pay for an A.M. run and a minimum of two hours pay for a P.M. run, with a total minimum guarantee of four hours and 30 minutes pay per day (including 30 minutes for pre/post trip, fueling and cleaning).
- 5.3 Drivers shall be paid their minimum guarantee in Section 5.2 even when a student no shows provided an employee notifies the Transportation Office and remains available for work to be assigned during the minimum compensated time.
- 5.4 All employees shall be paid actual time worked beyond the 30 minutes daily for pre-trip, post-trip, fueling, cleaning and bus/van washing. The reason for the extended work time shall be noted on the time sheet. Contracted FTE shall include an assumption of 30 minutes per day for such activities.

ARTICLE 6 – ROUTE BIDDING

- 6.1 Prior to the start of the school year, all drivers will bid on routes by seniority. All known routes will be posted at least two days prior to the bid day for driver review. During this posting period, management will be available, and drivers should speak to transportation management with any questions regarding student needs, bus-stop locations, choice of roads, bus turn around needs and run times, etc.
- 6.2 The District will consider it a priority to obtain information to make route times, assignments, and locations as accurate as possible.
- 6.3 On routes where a student with a wheelchair is assigned, the District will ensure adequate time is allocated for loading/unloading.
- 6.4 At the bid, prior to the start of the school year, a driver must be present to bid at their designated time. If a driver is unavailable at the designated time, the driver may submit written notice to the transportation director, or designee, prior to the bid, designating a proxy to bid for him or her.

- 6.5 Drivers who have not made a selection on their bid turn, or are not present and have not designated a written proxy, will be assigned an open route available at the end of the bid process.
- 6.6 The bid obtained by each driver during this process will be known as their route for that school year.
- 6.7 Route times will be confirmed for each driver no later than September 30 of each year. Health/medical benefit eligibility FTE is determined by the contracted hours worked on the first working day in October. Route times will be reviewed monthly and if a route increases or decreases at least an hour per day, contract hours will be changed for the purposes of health/medical benefits. The employee's May FTE of the previous school year shall be utilized as their FTE until the contracted assignment worked on the first working day of October of each school year. The FTE for benefit eligibility above shall be effective only while the District retains legal authority to offer health/medical benefits and shall be reopened as necessary to comply with any rules of a state-mandated health/medical benefits board.
- 6.8 When students are added or subtracted from routes, or routes are reorganized because a route was vacated or newly created, the District shall offer newly created routes by seniority. Increases or decreases in routes will be implemented by seniority when consistent with geographic and scheduling efficiency.
- 6.9 Vacancies Outside of the School Year - When any job posting is conducted outside of the school-term, all school-term employees shall be notified of any vacancy prior to the position being permanently filled.

ARTICLE 7 – WAGES AND OVERTIME

- 7.1 All salary warrants shall be directly deposited into a bank account identified by the employee.
- 7.2 Effective September 1, 2017, employees shall be paid at the following hourly rates (see also Exhibit A):

<u>Year 1</u>	<u>Years 2-4</u>	<u>Years 5+</u>
\$19.79	\$20.24	\$21.27

- 7.3 A stipend of \$1.00/hour will be paid to drivers with a CDL.
- 7.4 For the 2018-19 school year, the wage rates in Section 7.2 above will be increased by the consumer price index for the City of Seattle for the 2017 calendar year (published by the federal government in January 2018). Should the current legislative cap on salary increases for the 2018-19 school year be lifted, the salary increase for that year shall be the consumer price index for the City of Seattle or 2% whichever is higher. For the 2019-20 school year, the 2018-19 wage rates will be increased by the implicit price deflator for the 2018 calendar year (published by the federal government in January 2019) or 2%, whichever is higher.

- 7.5 Longevity pay shall be added to hourly rates on the following schedule:

Year 5	\$.15
Year 10	\$.20
Year 15	\$.25
Year 25	\$.30
Year 30	\$.35

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

ARTICLE 8 – HOLIDAYS

- 8.1 The District shall observe the following holidays:

Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Day before Christmas, Christmas Day, Day After Christmas, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day.

- 8.2 Employees shall be paid for those holidays that fall within their assigned work year. Pay for the holidays shall be prorated for less than full-time employees.

ARTICLE 9 – VACATION

- 9.1 Vacation days shall be paid (added to annual compensation) in lieu of vacation time on the following schedule:

1 st through 2 nd years	10 days
3 rd through 4 th years	12 days
5 th through 6 th years	15 days
7 th through 8 th years	16 days
9 th through 10 th years	17 days
11 th through 12 th years	18 days
13 th through 14 th years	19 days
15 th plus years	20 days

Part-time employees shall be paid vacation in proportion to the part of full-time worked (2080 hours/year is full-time)

ARTICLE 10 – HEALTH AND WELFARE

- 10.1 VEBA Trust. 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.
- 10.2 Benefit Contribution. During the term of this agreement, the District shall provide a monthly benefit contribution to the Trust equal to the monthly state funded benefit allocation per

FTE employee. For the sole purposes of this section, a full-time equivalent (FTE) employee is 1440 assigned hours per year.

- 10.3 Selection of Insurance. 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, addresses, and other relevant information.
- 10.4 Use of Contribution. 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 medical, dental, and disability insurance benefits. The full premium for the dental and disability insurance plan(s) shall first be paid by the Trust from each employee's benefit contribution. The remaining amount, if any, will be applied toward medical insurance coverage selected by the employee.

Employees with a benefit FTE of .33 through .74 FTE 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. 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.

- 10.5 State Authorized Increases. If the State permits increases for classified employee insurance contributions during the term of this agreement, the monthly contribution set forth in Section 10.2 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.
- 10.6 Industrial Insurance. The District shall make required contributions for State Industrial Insurance on behalf of the employees.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 SICK LEAVE

- 11.1.1 Each employee shall be entitled to 12 days of compensated leave each year to be used for illness, injury and emergencies, which shall be accrued on an annual basis. These days shall be front-loaded each September 1. Unused illness, injury and emergency leave will accumulate from year to year in accordance with State law. Accumulation shall be limited to 180 days unless altered by State statute.

11.1.2 Employees who leave the employ of the District shall reimburse the District for all days used but not earned. Employees assigned less than a full student school year shall be entitled to such leave on a pro rata basis.

11.1.3 To the extent provided by law, new employees who have previously accrued sick leave while employed by another public school district in the state of Washington, shall be given credit for the unused portion of such accrued sick leave upon employment by the District.

11.2 PERSONAL LEAVE

11.2.1 Each employee is entitled to three paid days of leave for personal reasons. These days shall not be deducted from sick or emergency leave. This leave shall be credited on September 1. This leave must be approved 48 hours in advance. Personal leave may be used only within the work calendar for which it was allocated. The employee's supervisor may decline the use of this leave to extend holidays or breaks. The employee's supervisor may decline the request if more than one employee requests the same day.

11.3 FAMILY MEDICAL LEAVE

11.3.1 Family and Medical Leave shall be provided consistent with state and federal law.

11.4 EMERGENCY LEAVE

11.4.1 Up to three 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, upon approval of his/her building or program administrator, may use up to one day of emergency leave to attend the funeral of a close friend.

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

11.5 COORDINATION WITH INDUSTRIAL INSURANCE

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

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

11.6 BEREAVEMENT LEAVE

- 11.6.1 A maximum of five days paid bereavement leave will be allowed for each death of the following members of an employee's immediate family or the immediate family of his or her spouse: spouse, domestic partner, child, parent, sibling, grandchild, grandparent, or any of these family members related to the employee in a step- or in-law relationship, or anyone who is considered part of the family with whom the employee resides or previously resided. An employee may use up to one day of emergency leave or unpaid leave to attend the funeral of a close friend.

11.7 SUPERINTENDENT'S DISCRETION

- 11.7.1 The Superintendent shall have the right to add to the number of days allowed for such leaves and other compelling personal matters. It is intended that this provision will be used in unusual or extraordinary circumstances, at the sole discretion of the Superintendent.

11.8 JURY DUTY OR SUBPEONA

- 11.8.1 Leave with pay shall be granted for jury duty. Employees shall notify the District when notification to serve on jury duty is received. Upon request, the employee may secure support from the District office in seeking relief from jury duty when it interferes with obligations to their District assignment.
- 11.8.2 An employee who is subpoenaed as a witness in a legal proceeding shall be granted leave with pay, but with witness fees, if any, remitted to the District; provided that if said employee is subpoenaed in a case brought or supported by the Union or as a witness with a direct or indirect interest in the proceedings, leave shall be granted without pay. In no event shall the District grant an employee more than two days of paid leave for any separate legal proceeding.

11.9 PUBLIC HEALTH

- 11.9.1 Any employee who must be excluded from his or her work site as a result of an order by the Public Health Department relating to an outbreak of a vaccine-preventable disease, and who has submitted to the District a claim of either a religious objection to, or a medical exemption from, the necessary immunization, shall suffer no loss of pay as a result of the exclusion, provided: (1) the employee accepts an assignment to an alternative work site as identified by the District during the period of exclusion; or (2) the employee utilizes his or her accrued sick leave if no alternative worksite is identified. In the event that an alternative worksite is unavailable, and the employee's accrued sick leave is exhausted, the District will provide the employee leave with full pay until an alternative worksite is available. If an employee asserts an exemption as described above, he or she may be asked to provide the District with a verification of the exemption.
- 11.9.2 Any employee who does not provide documentation of his or her immunization and subsequently is excluded from his or her worksite as a result of an order by the Public Health Department shall be offered the options above, provided the employee provides the District with proof of attempts to obtain the documentation or vaccinations.

11.10 MILITARY LEAVE

11.10.1 The District shall provide military leave to members of the state and national armed forces and their family members in accordance with state and federal law.

11.11. RELIGIOUS LEAVE

11.11.1 Religious accommodation leave may be requested and will be administered consistent with RCW 1.16.050(3).

11.12 VEBA/SICK LEAVE CASHOUT

11.12.1 The Union shall vote and notify the District no later than May 31, 2018, on whether to participate in a VEBA/sick leave cashout program in the 2018-19 and 2019-20 school years. The District shall present information on the options available to the bargaining unit members in a meeting jointly scheduled by the District and Union.

ARTICLE 12 – RETIREMENT

12.1 All eligible employees will participate in the School Employees' Retirement System.

12.2 If the Western Conference of Teamsters Pension Trust changes its terms so that there is no withdrawal liability for employers, the bargaining unit members will be allowed to vote to divert a portion of their wages into the WCTPT.

ARTICLE 13 – GENERAL CONDITIONS

13.1 The District will provide all equipment necessary to complete all necessary functions of the job. This includes but is not limited to: safety vests, tire check equipment, first aid kits, etc.

13.2 The District will pay the out-of-pocket cost of all physical exams for any state or federal licenses as a bus/van driver.

13.3 The District shall pay any out-of-pocket costs for all CDL endorsements as a bus/van driver.

13.4 No driver shall be required to transport any student whose IEP requires a paraeducator be present at all times without such a paraeducator present during the trip.

13.5 When the District has knowledge that students have exhibited or have a history of violent or threatening behavior, the District will promptly identify such students to drivers. When the transportation office has knowledge, the driver will be notified prior to being assigned or transported on their route. To assist in avoiding injury to staff and students, sufficient confidential information will be shared with employees in accordance with the rules and regulations of the Family Educational Rights and Privacy Act (FERPA) as now or hereafter amended. The District will provide a paraeducator to ride with the student when necessary to maintain the safety of the driver or other students.

13.6 Drivers shall be paid for any training or other hours worked as required by state or federal law.

- 13.7 The District shall provide a phone number that employees may call after regular District business hours in cases of emergency or for employees to be able to get direction from a manager.
- 13.8 The District shall provide adequate lighting and security at District transportation facilities. Any unaddressed concerns regarding adequate lighting and security shall be identified first through the labor/management committee.
- 13.9 Labor/Management Committee. A committee consisting of three representatives of the Union designated by the Union and three representatives of the Employer shall meet as needed to discuss matters of mutual concern. The labor/management committee will not be used as a replacement for negotiations or the grievance process.

ARTICLE 14 – DISCIPLINE AND SEVERANCE OF EMPLOYMENT

- 14.1 Discipline or Discharge - The District shall not discipline an employee without just cause, including the principles of progressive discipline. Employees retain all due process rights of public school employees under the federal constitution (Loudermill rights) as well as Washington state law (Weingarten and sufficient cause rights).
- 14.2 The District shall give at least one written disciplinary action before suspending or discharging employees, except for just cause stated above. The District and Union agree that matters of minor concern that are documented in a disciplinary notice should not form the basis for more serious forms of corrective action when significant time has passed since issuing the original written discipline. The parties also agree that the length of time involved since the original written discipline and the nature of the subsequent disciplinary action should be relative to the seriousness of the underlying misconduct.
- 14.3 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 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.

ARTICLE 15 – GRIEVANCE PROCEDURE

- 15.1 A grievance shall be defined as a dispute between the District and an Employee or the Union which may arise because of interpretation, application, or alleged violation of any specific terms or provisions of this Agreement. Only the Union may file and pursue a grievance on its behalf or in its representative capacity for a bargaining unit member.
- 15.2 Definitions:
- (a) GRIEVANT: A grievant is an employee or, in the case of the Union's contractual rights, the Union.
 - (b) DAYS: Days in this procedure are calendar days, not including weekends or holidays.

- 15.3 Timeliness: Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.
- 15.3.1 Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.
- 15.3.2 Failure of the grievant (employee or Union) to present or proceed with the grievance within the specified or mutually extended time limits will render the grievance waived.
- 15.4 Representation: The Union shall act as the representative of the grievant at all stages of the procedure after Step 1. The determination of whether to process, settle, or drop such grievances shall be made exclusively by the Union.

15.5 – Process:

Step 1:

Submission of the grievance to supervisor. Within 30 days following the occurrence of the event giving rise to the grievance, or 30 days after the event is known, or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. If the matter is not resolved to satisfaction of the employee or Union, the grievance may be submitted in writing to the immediate supervisor within the same timeline. The written statement of grievance shall identify the section(s) of the Agreement alleged to have been violated, the facts relevant to the grievance, and the remedy requested. The immediate supervisor shall respond in writing to the written statement of grievance within ten days of the written grievance.

Step 2:

Written submission of the grievance to the Superintendent or his/her designee. If the grievance is not resolved at Step 1, it shall be submitted in writing to the Superintendent or his/her designee within 14 days after receipt of the informal response. The written grievance shall identify the section(s) of the Agreement alleged to have been violated, the facts relevant to the grievance, and the remedy requested, and reasons why the supervisor's written response was incorrect. The parties shall meet to attempt to resolve the issue. The Superintendent or his/her designee shall issue a written response, including his/her decision and reasons therefore within 14 calendar days of receipt of a complaint. If a settlement is not reached, the Union may move the grievance to Step 3.

Step 3:

Arbitration. If no settlement is reached in Step 2, the Union may request that the matter be submitted to an arbitrator within 14 days of the decision in Step 2.

- A. Written notice of a request for arbitration shall be made to the Superintendent within 14 days of receipt of the disposition letter at Step 2.
- B. The arbitrator shall be limited to determining whether there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement as identified in Step 1 or 2 of the grievance process and the appropriate remedy.

- C. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within the ten days after submission of the written request for arbitration, a list of 7 arbitrators shall be requested from PERC. The parties shall alternately strike names until one arbitrator remains and that arbitrator shall hear the case. The party that will strike the first name shall be determined by coin toss.
 - D. Arbitration proceedings shall be in accordance with the following:
 - 1. Each party shall pay any compensation and expenses relating to its own witnesses or representatives including attorney's fees.
 - 2. All other costs related to this process, including the fees of the arbitrator, shall be borne 50% by the District and 50% by the Union.
 - 3. 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 cost.
 - E. 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 process under the terms of this Article.
- 15.6 Binding Effect of Award: All decisions arrived at under the provisions of this article by the representatives of the District and the Union at Steps 1 & 2, or by the arbitrator, shall be final and binding on both parties; provided, however, that in arriving at such decisions neither of the parties nor the arbitrator shall have the authority to alter this Agreement in whole or in part.
- 15.7 Limits of the Arbitrator: The arbitrator cannot order the District to take action contrary to law or the terms of this Agreement. Grievance claims for retroactive compensation shall be limited to 60 calendar days prior to written submission of the grievance at Step 1; provided, however, that this limitation may be waived by mutual consent of the parties.
- 15.8 Freedom From Reprisal: There will be no reprisals against the grievant or others as a result of his/her participation in this process.

ARTICLE 16 – NO STRIKE NO LOCKOUT

- 16.1 The District agrees that there shall be no lockout during the term of this Agreement.
- 16.2 The Union, its officials and members and all employees covered hereby agree that no employee shall engage in or be part of any strike, stoppage of work, slowdown, picketing, or economic action against the District for any reason during the life of this Agreement, nor shall the Union engage in any such activity.

ARTICLE 17 – SEVERABILITY

- 17.1 In the event that any provision of the Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such

decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In such event and upon request by either party, the parties shall meet for renegotiation of such invalid provisions of the purpose of adequate and lawful replacement thereof.

ARTICLE 18 – DURATION

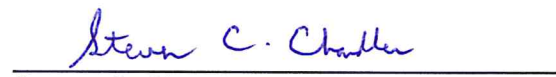
- 18.1 This Agreement shall be effective on September 1, 2017 until August 31, 2020, and shall remain in full force and effect from year-to-year thereafter unless either party to this Agreement serves notice as provided herein. At least 60 days prior to the expiration date of this Agreement, the Union or the District shall have the right to open this Agreement for purposes of negotiations.

This Agreement is entered into this 5th day of December 2017.

Everett School District No. 2

Teamsters Union Local No. 38


Dr. Gary Cohn, Superintendent


Steven C. Chandler, Secretary-Treasurer