

COLLECTIVE BARGAINING AGREEMENT BETWEEN

EVERETT ASSOCIATION OF

EDUCATIONAL OFFICE PERSONNEL

(An affiliate of the Public School Employees of Washington)

AND

EVERETT SCHOOL DISTRICT NO. 2

SEPTEMBER 1, 2017 - AUGUST 31, 2021



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

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

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

A R T I C L E I - RECOGNITION

Section 1.1. Exclusive Representative. The District hereby recognizes the Association as the exclusive representative of those positions set forth in Appendix B which shall include temporary and substitute employees to the extent provided in Article XV.

Section 1.2. Exclusions. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship pursuant to RCW 41.56.030(2) or any position for which the Association and the District have mutually agreed to exclude from the bargaining unit. Agreed upon excluded positions include:

- Senior Executive Assistant I, Office of the Superintendent
- Senior Executive Assistant II, Office of the Deputy Superintendent
- Senior Executive Assistant II, Office of the Associate Superintendent
- Executive Assistant I, Office of Executive Director of Human Resources
- Executive Assistant I, Office of Executive Director of Teaching & Learning
- Executive Assistant I, Office of Executive Director of Finance & Business Services
- Executive Assistant I, Office of Executive Director of Special Services
- Human Resources/Employee Relations Assistant

A R T I C L E II - DEFINITIONS

Section 2.1. Employees. The term "employee" shall refer to those regularly employed office personnel represented by the Association in the bargaining unit as set forth in the Recognition Clause, except as otherwise indicated.

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

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

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

1 **Section 2.2. Other Terms.** Terms used in this Agreement shall be given their ordinary and common-
2 day meaning unless otherwise specifically defined.

4 **ARTICLE III - MANAGEMENT RIGHTS**

6 **Section 3.1. Authority Of Management Officials.** It is agreed that the customary and usual rights,
7 powers, functions, and authority of management are vested in management officials of the District.

9 **Section 3.2. Exclusive Function Of Management.** Except to the extent specifically abridged by the
10 express terms of this Agreement, the Association recognizes the right of the District to hire, transfer,
11 promote, demote, assign and retain employees and to maintain the discipline and efficiency of its
12 employees; the rights to lay off, or otherwise relieve employees from duty because of lack of work for
13 them to do or for other legitimate reasons; the right to establish, change, and direct the methods and
14 processes of doing work and to introduce new and improved work methods or equipment; the right to
15 determine the starting and quitting times and the number of hours to be worked; and the right to make
16 and amend such reasonable rules and regulations as it may deem necessary for the conduct of its
17 business, and to require their observance.

18
19 The exercise of the District's rights stated herein is an exclusive function of management.

21 **Section 3.3. Subcontracting.** The District shall have the right to assign work to outside contractors,
22 and shall not be required to continue in existence any of its present programs in their present form
23 and/or location or on any other basis. When the contracting out of work will result in the displacement
24 of current employees, the District agrees to provide the affected employees and the Association with
25 the reasons for such subcontracting. Further, the District agrees to provide notice to the Association
26 thirty (30) days prior to implementation of the subcontracting. If the District should transfer,
27 subcontract, or otherwise change the delivery of secretarial services such that it is operated by any
28 other party, the District will make a reasonable effort to have the transferee or the subcontractor offer
29 employment to employees displaced by this transaction.

31 **ARTICLE IV - EMPLOYEE RIGHTS**

33 **Section 4.1. Right To Join And Assist Association.** It is agreed that the employees shall have and shall
34 be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist
35 the Association. The freedom of such employees to assist the Association shall be recognized as
36 extending to participation in the management of the Association, including presentation of the views
37 of the Association to the Board of Directors of the District or any other governmental body, group, or
38 individual. The District shall neither encourage nor discourage membership in the Association.

40 **Section 4.2. Matters Of Personal Concern.** Each employee shall have the right to bring matters of
41 personal concern to the attention of appropriate Association representatives and/or appropriate
42 officials of the District.

44 **Section 4.3. Personnel Files.** There shall be only one (1) official personnel file for each employee. Said
45 files shall be kept in the District administration office. Each employee shall have the right upon request
46 to review the contents of his/her official personnel file during normal working hours. The review shall

1 be made in the presence of the administrator or his/her designee responsible for the safekeeping of
2 these files.

3 **Section 4.3.1.** Upon request, one (1) copy of any document contained in the employee's official
4 personnel file shall be afforded the employee at employee's expense.

5
6 **Section 4.3.2.** A copy of formal District generated written material addressed to the employee
7 concerning discipline or final annual evaluations will be furnished to the employee prior to or at the
8 time it is to be placed in the employee's official personnel file.

9
10 **Section 4.3.3.** An employee, upon request, may have a short, concise statement of his/her own written
11 position attached to any derogatory item placed in his/her official personnel file.

12
13 **Section 4.3.4.** Nothing in this Agreement shall be interpreted to limit the District's right to keep such
14 records including administrator working files as it deems necessary to meet the District's
15 responsibilities as an employer. Materials in a building administrator's working file regarding an
16 employee's job performance or personal conduct shall become null and void after twelve (12) months
17 if not transferred to the official personnel file or maintained as support for documentation already
18 transferred to the official personnel file.

19 20 **A R T I C L E V - RIGHTS OF THE ASSOCIATION**

21
22 **Section 5.1. Rights And Responsibilities.** The Association has the right and responsibility to represent
23 the interests of all employees in the bargaining unit; to represent their views to the District on matters
24 of concern, either orally or in writing; and to enter collective negotiations with the object of reaching
25 an agreement applicable to all employees within the bargaining unit.

26
27 **Section 5.2. Bargaining Unit Information.** The names, hire date, work assignments, addresses, home
28 phone numbers, personal email addresses (if provided by the employee) and salary information of
29 employees in the bargaining unit will be provided annually on approximately October 1st to the
30 President of the Association. The names of new employees will be provided to the President of the
31 Association within one (1) month of the employee's hire date.

32
33 **Section 5.3. Association Membership and Dues Deduction.** Each employee covered by this
34 Agreement, who is a member of the Association in good standing on the date this Agreement is signed
35 by both parties shall, as a condition of employment during the period of this Agreement, either (1)
36 maintain membership in the Association in good standing or (2) make a financial contribution to the
37 Association pursuant to Section 5.3.1 below. Each employee covered by this Agreement who is hired
38 after August 1, 1994 shall, within thirty (30) days of the employee's date of hire and as a condition of
39 employment during the period of this Agreement, either (1) join the Association or (2) make a financial
40 contribution to the Association pursuant to Section 5.3.1 below.

41
42 **Section 5.3.1.** The parties recognize that an employee shall have the option of declining to continue
43 as a member in the Association or joining the Association pursuant to Section 5.3 above, yet contribute
44 financially to the activities of the Association in representing such employee as a member of the
45 collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirement
46 of Section 5.3 of this Article, an employee who declines to maintain membership in the Association or

1 to join the Association may pay to the Association each month a service charge as a contribution
2 towards the administration of this Agreement in an amount equal to the regular monthly dues, less
3 assessments. This service charge shall be collected by the Association in the same manner as monthly
4 dues. The amount of such fee will be determined by the Association and communicated to the District
5 in writing.

6
7 **Section 5.3.2.** Nothing contained in this Agreement shall require an employee to join the Association
8 or continue Association membership if the employee objects to such membership based on bona fide
9 religious tenets or teachings of a church or religious body of which such employee is a member. Such
10 employee shall pay an amount equivalent to normal dues to a non-religious charitable organization
11 mutually agreed upon by the employee and the Association. At a frequency determined by the
12 Association, the employee shall furnish written proof to the Association that such payment has been
13 made. If the employee and the Association cannot agree on a charitable organization, it shall be
14 designated by the Public Employment Relations Commission pursuant to RCW 41.56.122.

15
16 **Section 5.3.3. Dues Deductions.** The District shall deduct Public School Employees of Washington
17 dues or service charges from the pay of any employee who authorizes such deductions in writing
18 pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the
19 Public School Employees of Washington on a monthly basis.

20
21 **Section 5.3.4. COPE.** The District (Employer) agrees to deduct and to transmit to the Association a
22 specified amount from each employee's pay, as provided on the voluntarily executed COPE (Committee
23 on Political Empowerment) payroll authorization form. The Association agrees to indemnify the District
24 for any penalties, fines, sanctions or payments (including payments to employees for wrongfully
25 withheld wages), attributable to withholdings pursuant to authorization deductions that have been
26 submitted on the Association's voluntary COPE contribution forms.

27
28 **Section 5.4. Right to Use Equipment and Facilities.** The Association shall have the right to use the
29 District's equipment, machines and other technology for Association business during an employee's
30 non-work hours. The Association agrees to provide all its own consumable supplies and/or reimburse
31 the District for reasonable costs of operating such equipment if such use is more than de minimis.

32
33 The Association and its representatives may use District buildings for meetings and to transact
34 Association business during non-working hours, or occasionally during working hours with the
35 permission of the employees' supervisor. The Association's representatives shall reserve rooms using
36 appropriate District channels.

37
38 The Association will be allowed to post notices of activities and matters of Association concern on a
39 bulletin board to be provided in each building in the District.

40
41 The Association will be allowed to use in-District mail service and employee mailboxes for the
42 dissemination of announcements and information to the employees of the District. Association
43 correspondence shall include the Association official title and indicate the Association representative
44 issuing the correspondence. A copy of materials distributed generally to all members in the District or
45 all members at a building pursuant to this provision will be provided to the Superintendent or his/her
46 designee, and the principal of the building where such materials are distributed. An Association official

1 shall be responsible for placing such notices in the mailboxes.

2
3 The Association acknowledges that the equipment and facilities identified in this section are public
4 resources that may be monitored and that Association use of this equipment and facilities does not
5 create an expectation of privacy for their use. No Association use of District facilities or equipment will
6 interfere with the operation of the District's business or cause additional expense to the District.
7 Association members shall not use the public resources identified in this section for personal purposes
8 (matters which do not relate to official Association or District business). The Association agrees to
9 comply with any other limits placed on the District's use of the resources identified in this section by
10 the District's provider or by legal authorities.

11
12 **Section 5.5. Hold Harmless.** The Association will indemnify, defend, and hold the District harmless
13 against any claims made, and any suit instituted against the District on account of any deduction of
14 Association dues or service charges pursuant to Sections 5.3, 5.3.1, 5.3.2 or 5.3.3, or on account of
15 the use of District resources described in Section 5.4.

16
17 **Section 5.6. Work Year Calendar.** The District shall bargain with the Association regarding employees'
18 work calendars prior to adoption. For any school year in which the parties have yet to agree upon a
19 calendar for the following school year, the Association and the District will meet prior to April 1 for the
20 purpose of agreeing upon a calendar for that school year. If agreement is not reached by June 1, the
21 District may establish a calendar setting forth 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 previous year; and
24 B. Holidays/Breaks as set forth in the current year's calendar.

25
26 **Section 5.7. Association Leave.** When leave would not seriously impair educational services to
27 students, and with reasonable advance notice from the Association, the District will release the
28 Association President or other persons designated by the President as representing the Association
29 for a specified period of time to assist the Association in achieving harmonious labor relations and a
30 cooperative effort between bargaining unit members and school district management without the
31 obligation of making up the time. The Association shall reimburse the District the cost any substitute
32 employee hired to replace the employee during the leave upon receipt of a billing from the District.

33 34 35 36 37 38 39 40 41 42 43 44 45 46

ARTICLE VI - LEAVES

Section 6.1. Illness, Injury and Emergency Leave Entitlement. Each 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 advanced in the employee's September pay 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 of the following conditions:

- A. During an illness or injury which has incapacitated the employee from performing his/her
duties.
B. To care for the employee's child (as defined in law) with a health condition that requires
treatment or supervision, or for the employee's spouse, domestic partner, sibling, parent,

grandparent, parent-in-law, or parent of a domestic partner with a serious health condition or emergency condition.

- C. For the purpose of necessary medical or dental appointments or, when such appointments have been arranged in advance with the employee's supervisor.

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-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.

Section 6.5. Personal Leave. Each 260-day employee shall be entitled to two (2) paid days of leave for personal reasons and each less than 260-day employee shall be entitled to three (3) paid days of leave for personal reasons. These days shall not be deducted from sick or emergency leave. Entitlement to this leave shall be credited on September 1. This leave must be approved forty-eight (48) hours in advance. Personal leave may be used only within the work calendar for which it was allocated.

Section 6.6. Coordination With Industrial Insurance. Employees suffering illness or injury compensable under the District's self-insured industrial insurance shall be allowed to use illness, injury or emergency leave to the amount of their accumulated days, consistent with the employee's choice of one of the following four options:

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

Section 6.7. Bereavement Leave. A maximum of five (5) days paid bereavement leave will be allowed for each death of the following members of an employee's immediate family or the immediate family of 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.

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

Section 6.9. Superintendent's Discretion. The Superintendent shall have the right to provide leave for persons not covered by the provisions of Sections 6.7 and 6.8, as well as add to the number of days allowed for such leaves. It is intended that this provision will be used in unusual or extraordinary circumstances, at the sole discretion of the Superintendent.

Section 6.10. Jury Duty Or Subpoena. Leave with pay shall be granted for jury duty. Employees shall notify the District when notification to serve on jury duty is received. Upon request, the employee may secure support from the District Office in seeking relief from jury duty when it interferes with obligations to their District assignment.

An employee who is subpoenaed as a witness in a legal proceeding shall be granted leave with pay, but with witness fees, if any, remitted to the District; provided that if said employee is subpoenaed in a case brought or supported by the Association or as a witness with a direct or indirect interest in the proceedings, leave shall be granted without pay. In no event shall the District grant an employee more than two (2) days of paid leave for any separate legal proceeding.

Section 6.11. Leave Of Absence. The District may grant employees a leave of absence for the following reasons:

A. Compelling personal matters/education. Upon recommendation of the employee's supervisor and approval of the Superintendent, an employee may request a leave of absence for a specified period, not to exceed twelve (12) months. Upon return from leave, the employee may be assigned to a position comparable to that which the employee held at the time the request for the leave of absence was approved.

B. Medical/Disability. Upon submission of a written request and appropriate medical documentation, an employee may request a leave of absence for the duration of the medical/disability

period, not to exceed two (2) years, as per qualifying reasons under the Family Medical Leave Act (FMLA) or the Washington State Family Leave Act (FLA). All available paid leave may be used during this absence.

C. Maternity/Paternity. Upon submission of a written request and appropriate medical documentation, an employee may request a leave of absence for the duration of the maternity period as per the FMLA or the FLA. All available paid leave may be used during this absence.

D. Childcare. Upon submission of a written request to Human Resources, an employee may request a childcare leave of absence for a period not to exceed twelve (12) months. Upon return from leave, the employee may be assigned to a position comparable to that which the employee held at the time the request for the leave of absence was approved.

E. Adoption. Upon submission of a written request to Human Resources, an employee may request a leave of absence for the purposes of an adoption for a period not to exceed twelve (12) months. Upon return from leave, the employee may be assigned to a position comparable to that which the employee held at the time the request for the leave of absence was approved.

F. "Active Duty"/Injured Service Member. Upon submission of a written request and appropriate medical documentation to Human Resources, an employee may request a leave as per the FMLA.

G. Spouse of Deployed Military Personnel. Upon submission of a written request to Human Resources, an employee may request a leave as per RCW 49.77.

H. Victim of Domestic Violence, Sexual Assault, and Stalking. Upon submission of a written request to Human Resources, an employee may request a leave as per RCW 49.76.

Section 6.12. Military Leave. Employees will receive leave for military duty consistent with requirements of law.

Section 6.13. Attendance Incentive Program. Pursuant to RCW 28A.400.210 and WAC 392-136 and any amendments thereto, in order to further encourage regular attendance by all employees, the following attendance incentive program is hereby established.

Section 6.13.1. Annual Conversion of Accumulated Sick Leave. During each January, any employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current, full-time daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the District during the month of January on a form and pursuant to instructions provided by the District. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable state law and regulations.

Section 6.13.2. Conversion of Sick Leave Upon Separation or Death. Any eligible employee who separates from employment under the conditions defined in RCW 28A.400.210 may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days

1 to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily
2 rate of compensation at the time of separation from employment for each full day of eligible sick leave.
3 Any such conversion of sick leave upon eligible separation or death shall be subject to the terms and
4 limitations of applicable state law and regulations.

5
6 **Section 6.13.3. Termination of Attendance Incentive Program.** The District will terminate this
7 program immediately upon the failure of the voters to approve a Maintenance and Operation Levy.

8
9 **Section 6.14. Inclement Weather.**

10
11 A. In the event school(s) are closed or have a late start time due to weather conditions, employees
12 with an annual assignment of two hundred sixty (260) days will be expected to arrive at school as
13 close to the regular workday start time as is safe. Such employees may use vacation days, personal
14 leave or leave without pay if they do not report to work or work less than their scheduled hours
15 because of inclement weather. If the CRC is closed, twelve-month employees may additionally use
16 emergency leave under Section 6.3(D). Employees also may use compensatory time in accordance
17 with normal District policies and procedures.

18
19 B. In the event school(s) is closed due to inclement weather, employees assigned less than two
20 hundred sixty (260) days shall not report to school, and shall make-up the day later in the school
21 year along with the students. In the event school(s) have a late start time due to weather
22 conditions, employees with an annual assignment of less than two hundred sixty (260) days will be
23 expected to arrive at school as close to the regular workday start time as is safe. Such employees
24 may use personal leave or leave without pay if they do not report to work or work less than their
25 scheduled hours because of inclement weather. Employees also may use compensatory time in
26 accordance with normal District policies and procedures.

27
28 **ARTICLE VII - EMPLOYEE BENEFITS**

29
30 **Section 7.1. VEBA Trust.** All insurance programs shall be offered in the District through a 501(c)(9)
31 VEBA Trust (hereinafter "Trust") unless otherwise expressly provided.

32
33 In keeping with the powers and responsibilities as described in the Trust document, the funding
34 available from the District and/or plan participants, the Trustees shall determine the benefits to be
35 provided and the contributions required of plan participants.

36
37 **Section 7.2. Benefit Contribution.** During the term of this Agreement, the District shall provide a
38 benefit contribution to the Trust of the state-funded monthly benefit allocation per month per FTE
39 employee, or such higher amount, if any, negotiated after the ratification of this Agreement with any
40 other bargaining unit within the District. For the sole purpose of this Section, a full-time equivalent
41 (FTE) employee is one thousand four hundred forty (1,440) assigned hours per year. If the parties are
42 unable to agree on the amount of the "pass-through" commitment, the subject shall be treated as a
43 negotiable matter rather than a contractual matter and the District's "pass-through" commitment will
44 be deemed null and void except as may be agreed in subsequent negotiations.

45
46 **Section 7.3. 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.

Section 7.4. Use Of Contribution. Employees with a benefit FTE of .9 or greater shall be eligible to receive medical, dental, life/AD&D, and long-term disability insurance benefits. The full premium for the dental, life/AD&D, and long-term 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 long-term disability insurance 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.

Section 7.5. 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 7.2 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.

Section 7.6. Industrial Insurance. The District shall make required contributions for State Industrial Insurance on behalf of the employees.

ARTICLE VIII - WORKING CONDITIONS

Section 8.1. Workweek. The standard workweek for full-time employees shall consist of forty (40) hours.

Section 8.2. Overtime. All authorized hours worked over forty (40) per week shall be paid at the rate of one and one-half (1½) times the employee's base pay. If the employee's supervisor directs an employee in writing to work on a holiday recognized in this agreement, the employee shall be paid at

the rate of two (2) times the employee's base pay. Authorized work on a holiday that is not required shall be paid at the appropriate rate of pay (regular or overtime). Paid holiday hours shall count as hours worked toward the threshold of forty (40) hours per week.

Section 8.2.1. Compensatory Time. An employee may, at his/her option, request compensatory time off in lieu of overtime compensation of payment for hours worked beyond the employee's normal work shift. Compensatory time is subject to the approval of the supervisor. Compensatory time, if granted, may be accumulated; provided, however that records shall be maintained and the employee will be provided an opportunity to expend the accumulated time within their current work year. No employee may accumulate a compensatory time balance in excess of forty hours, and excess hours shall be automatically paid as time worked. The District shall compensate employees for all accumulated compensatory time, at the appropriate rate, not expended within their normal work year in the August pay warrant. Accumulated compensatory time may not be carried over from year to year.

The District shall not solicit employees to accept compensatory time in lieu of other compensation. Compensatory time in lieu of overtime as provided in this Section, shall be accrued at the rate of one and one-half (1 ½) hours for each hour over 40 hours worked per week. Employees shall not volunteer for work in any assignment in which they would normally receive compensation.

Section 8.3. Workday. A standard workday for full-time employees shall consist of eight (8) hours, exclusive of an unpaid duty-free lunch period.

Section 8.3.1. Alternate Summer Work Schedule. By May 15 each year the District shall determine whether or not to offer the option of alternate summer schedules. If an alternate summer work schedule is offered, full-year (260-day) employees who may elect to work an alternate work schedule as follows:

- A. The alternate work schedule will start no later than the first Monday following the last day of school and will end no later than the second Friday in August.
- B. The alternate work schedule will consist of work ten (10) hours per day for four (4) days per week.
- C. During the week in which the Fourth of July occurs, employees will work a regular eight-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. Reserved Rights Of The District. The District reserves the right to assign employees the number of hours, days, and weeks which it determines to be appropriate. The District will notify the Association of proposed changes to the normal work year or workday for classes of bargaining unit employees, prior to implementation of those changes.

Section 8.6. Probationary Periods. Each new employee shall be subject to a ninety (90) workday probationary period commencing with his/her first (1st) 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 8.7. 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 8.8. 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 8.9. 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 8.10. 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 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 8.11. 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 8.12. Job Descriptions. The District will be responsible for the establishment of job descriptions for each position within the bargaining unit. Prior to adoption, these job descriptions will be reviewed with the Association. Whenever revisions are made to said job descriptions, copies will be provided to the affected employees and the Association.

Section 8.13. New Employee Information. At the time of hire, the Human Resources Department will provide each new employee access to this Agreement.

Section 8.14. 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.

Section 8.15. Responsibility Review and Reconsideration. If an employee feels that his/her work

responsibilities are not properly aligned with the current job description for the position, the employee may request a responsibility review by submitting a written request to Human Resources. Human Resources shall develop a form for applying for a review, and provide a written response with the outcome of the review.

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.

Section 9.2. Employees within the bargaining unit may be evaluated at any time; however, employees who have successfully completed their probationary period shall be formally evaluated at least once each year. Employees who work fewer than two hundred sixty (260) days and who have completed their probationary period shall be evaluated at least once each school year no later than the end of the first full week of June. Two hundred sixty (260) day employees who have completed their probationary period shall be evaluated at least once each school year no later than August 31.

Section 9.3. If the performance of an employee who has already completed his/her probationary period is rated unsatisfactory, the immediate supervisor shall arrange a conference with the employee. The employee's Association representative may attend said conference if so requested by the employee and the employee's immediate supervisor is notified of this in advance. Said conference shall occur within ten (10) workdays of the employee's notification of unsatisfactory performance unless mutually agreed otherwise. The immediate supervisor shall discuss and reduce to writing the specific area of concern and the improvement required for a satisfactory evaluation.

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

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:

- 1 A. Verbal warning
- 2 B. Written warning
- 3 C. Letter of Reprimand
- 4 D. Suspension without pay
- 5 E. Termination

6

7 A disciplinary verbal warning, to the extent possible, shall be conducted privately so as not to embarrass

8 the employee in front of other employees, students or the public.

9

10 **Section 10.2. Voluntary Termination.** Each employee shall give the District at least two (2) weeks

11 notice of his/her intention to terminate employment with the District. Employees who fail to give the

12 District at least two (2) weeks advance notice of his/her last day of actual work shall forfeit up to two

13 (2) weeks accrued and unused vacation.

14

15 **Section 10.3. Layoff Procedures.** In the event layoffs are required, employees shall be selected for

16 layoff by reverse seniority within each of the position titles set forth in the Salary Schedule. The least

17 senior employee within a position title shall be allowed to “bump” the least senior employee to them

18 within lower position titles with as close to the same number of calendar days per year and hours per

19 day as reasonably possible.

20

21 If the District determines that a junior employee is substantially more qualified than a senior employee,

22 that junior employee shall be retained. An employee cannot benefit in hours or wages from another

23 employee’s layoff.

24

25 **Section 10.3.1. Notification.** The District shall notify the Association in writing and the affected

26 employees verbally of job assignments that are being considered for elimination as soon as reasonably

27 possible, but no later than the last student day of school. The District shall provide the Association a

28 list of employees scheduled for layoff as soon as such list is finalized.

29

30 **Section 10.4. Recall From Layoff.** In the event of layoff, employees so affected are to be placed on a

31 reemployment list maintained by the District according to order of layoff. Such employees shall be

32 considered first in filling an opening in the classification held immediately prior to layoff, provided that

33 they possess the ability, skills and qualifications required by said opening. Names shall remain on the

34 reemployment list for two (2) years, unless the District is notified by the employee that he/she no

35 longer wants to be considered for future openings. Affected employees shall retain accrued sick leave,

36 vested vacation rights, seniority and longevity while a member of the employment pool, but shall not

37 accrue additional benefits during this time.

38

39 **Section 10.5. Obligations Of Laid-Off Employees.** An employee on layoff shall provide his/her contact

40 information in writing to the Human Resources Department and shall thereafter promptly advise the

41 District in writing of any change of contact information. An employee who does not comply with these

42 requirements, or who does not accept an offer of reemployment within five (5) days shall be removed

43 from the employment list. An employee on layoff status who does not accept an offer of

44 reemployment forfeits seniority and all other accrued benefits.

45

46 **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 vacation credit in each month's pay warrant.

End of year 1 through 4	-	11 days vacation
End of years 5 through 10	-	16 days vacation
End of 11 years	-	17 days vacation
End of 12 years	-	18 days vacation
End of 13 years	-	19 days vacation
End of 14 years	-	20 days vacation
End of 15 years	-	21 days vacation
End of 16 years	-	22 days vacation
End of 17 years	-	23 days vacation
End of 18 years	-	24 days vacation
End of 19 years	-	25 days vacation

Section 11.2. Vacation Anniversary Date. The anniversary date for establishing vacation credits shall be July 1st. Employees hired during the period of July 1st through December 31st shall begin their second (2nd) year of service for vacation credit purposes on the July 1st immediately following their initial day of compensated service. Employees who have worked less than one (1) year, as of July 1st 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 30th.

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 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 1st of each year shall be forfeited.

Section 11.4. Use Of Vacation Credits. Employees may use accrued vacation days on days approved by his/her supervisor.

Section 11.5. Holidays. All employees shall receive the following paid holidays which fall within their work year:

- | | | | |
|----|------------------------|-----|------------------------|
| 1. | New Year's Day | 7. | Veterans' Day |
| 2. | Martin Luther King 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. A "grievant" shall mean an employee having a grievance, or, in connection with Association Rights (Article V), the Association.

A "grievance" is a dispute or disagreement involving the interpretation or application of the express terms of this Agreement.

"Days" as used in this procedure shall mean calendar days.

Section 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

1 an aggrieved employee chooses not to be represented by the Association, the Association will be given
2 reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
3 Any adjustment of such a grievance shall not be inconsistent with the terms of this Agreement.
4

5 **Section 13.5. Procedure.** The parties agree that it is desirable for problems to be resolved between
6 an employee and his/her supervisor, and nothing herein shall prevent an employee from taking up a
7 grievance with his/her supervisor prior to formal filing of said grievance.
8

9 **Step One**

10 Within thirty (30) days of the date an alleged grievance is discovered or reasonably should have been
11 discovered, the aggrieved employee must commit the grievance to writing, sign it, and submit it to
12 his/her supervisor, with a copy sent to the Superintendent or his/her representative. This written
13 grievance shall include: (1) the nature of the grievance; (2) the section(s) of this Agreement that
14 allegedly have been misinterpreted or misapplied; and (3) the recommended remedy to the grievance.
15 The supervisor shall inform the aggrieved employee and the Association in writing of the disposition of
16 the grievance within fourteen (14) days after receipt of the grievance.
17

18 **Step Two**

19 If the grievance is not settled at Step One, then the aggrieved employee may submit the grievance to
20 the Superintendent or his/her representative within fourteen (14) days after receipt of the supervisor's
21 response. The Superintendent's representative shall inform the aggrieved employee and the
22 Association in writing of the disposition of the grievance within fourteen (14) days after receipt of the
23 grievance.
24

25 Association grievances shall be initiated at Step Two within thirty (30) days of the date the alleged
26 grievance is discovered or reasonably should have been discovered.
27

28 **Step Three**

29 If the grievance is not settled at Step Two, then the Association may, within fourteen (14) days after
30 receipt of the District's Step Two response, submit the grievance to binding arbitration, with written
31 concurrence of the aggrieved employee. Such submission shall be by written notice to the
32 Superintendent or his/her representative.
33

34 **Section 13.6. Selection Of Arbiter --- Agreement.** In regard to each case submitted to arbitration, the
35 parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are
36 unable to agree to an arbiter within fourteen (14) days after submission of the written request for
37 arbitration, the provisions of Section 13.7 shall apply to selection of an arbiter.
38

39 **Section 13.7. Selection Of Arbiter --- AAA.** In the event an arbiter is not selected pursuant to the
40 provisions of Section 13.6, the parties shall jointly request the American Arbitration Association to
41 submit a panel of seven (7) arbiters. Such request shall state the general nature of the case, and ask
42 that the nominees be qualified to handle the type of case involved. When the panel of seven (7)
43 arbiters is received, the parties, in turn, shall have the right to strike a name from the panel until only
44 one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name
45 from the panel shall be determined by lot.
46

1 **Section 13.8. Arbitration --- Rules Of Procedure.** Arbitration proceedings shall be in accordance with
2 the following guidelines:

3
4 A. Persons having a direct interest in the arbitration are entitled to attend hearings. The arbiter shall
5 have the power to require the retirement of any witness or witnesses during the testimony of other
6 witnesses. It shall be discretionary with the arbiter to determine the propriety of the attendance
7 of any other persons.

8
9 B. The arbiter for good cause shown may adjourn the hearing upon the request of a party or upon
10 his/her own initiative, and shall adjourn when all the parties agree thereto.

11
12 C. A hearing shall be opened by filing of the oath of the arbiter and by the recording of the place, time
13 and date of hearing, the presence of the arbiter and parties, and counsel, if any.

14
15 Exhibits, when offered by either party, may be received in evidence by the arbiter. The
16 names and addresses of all witnesses and exhibits in order received shall be made a part of
17 the record.

18
19 The arbiter may, in his/her discretion, vary the normal procedure under which the initiating
20 party first presents his claim, but in any case shall afford full and equal opportunity to all
21 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 render
25 a decision in writing to both parties within thirty (30) days of the closing of the hearing, or if oral
26 hearings have been waived, then from the date of transmitting the final statements and proofs to
27 the arbiter. Neither party shall be permitted to assert in the arbitration proceedings any evidence
28 which would change the issues submitted at Step One, and the arbiter's jurisdiction shall be limited
29 to the issues specified in the written grievance as submitted at Step One. The arbiter may subpoena
30 witnesses and documents upon his/her own initiative or upon the request of either party. The
31 arbiter shall be the judge of the relevancy and materiality of the evidence offered and conformity
32 to legal rules of evidence shall not be necessary.

33
34 E. The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for
35 arbitration which decision shall be final and binding on both parties.

36
37 F. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to
38 receive any information after the hearing except when there is mutual agreement in the presence
39 of both parties.

40
41 G. Each party to the proceedings may call such witnesses as may be necessary in the order in which
42 their testimony is to be heard. Such testimony shall be limited to the matters set forth in the
43 written statement of grievance. The arguments of the parties may be supported by oral comment
44 and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed
45 upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at
46 the matters set forth in the grievance.

- 1
- 2 H. The arbiter may receive and consider the evidence of witnesses by affidavit, but shall give it only
- 3 such weight as he/she deems proper after consideration of any objections made to its admission.
- 4
- 5 I. The arbiter shall inquire of all parties whether they have any further proofs to offer or witnesses to
- 6 be heard. Upon receiving negative replies, the arbiter shall declare the hearing closed and a note
- 7 thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be
- 8 declared closed as of the final date set by the arbiter for filing such brief or documents. The time
- 9 limit within which the arbiter is required to make his/her award shall commence to run, in the
- 10 absence of other agreement by the parties, upon the closing of the hearings.
- 11
- 12 J. The parties may provide, by written agreement, for the waiver of oral hearings.
- 13
- 14 K. There shall be no communications between the parties and a neutral arbiter other than at oral
- 15 hearings, except with the express consent of the other party.
- 16
- 17 L. Each party shall pay any compensation and expenses relating to its own witnesses or
- 18 representatives.
- 19
- 20 M. The costs for the services of the arbiter, including per diem expenses, if any, and his/her travel and
- 21 subsistence expenses and the cost of any hearing room, will be shared equally by the District and
- 22 the Association. All other costs will be borne by the party incurring them.
- 23
- 24 N. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If
- 25 the other party also requests a copy, that party will pay one-half (½) of the stenographic costs.
- 26

27 **Section 13.9. Binding Effect Of Award.** All decisions arrived at under the provisions of this grievance

28 procedure by the representatives of the District and the Association, or by the arbiter, shall be final

29 and binding upon both parties; provided, however, in arriving at such decisions neither of the parties

30 nor the arbiter shall have the authority to alter this Agreement in whole or part. The arbiter does not

31 have authority to render any decision or award contrary to law.

32

33 **Section 13.10. Time Limitation As To Back Pay.** Grievance claims regarding retroactive

34 compensation shall be limited to sixty (60) calendar days prior to written submission of the grievance

35 at Step One of the grievance procedure; provided, however, that this limitation may be waived by

36 mutual consent of the parties.

37

38 **Section 13.11. Arbitrable Issue.** The responding to a grievance by a District representative shall not

39 be construed as a concession or agreement by the District that the grievance constitutes an arbitrable

40 issue or is properly subject to the grievance machinery under the terms of this Article.

41

42 **Section 13.12. Information For Grievance Processing.** The District will furnish the Association

43 pertinent information relating to the processing of a grievance.

44

45 **Section 13.13. Continuity Of Grievance.** Notwithstanding the expiration of this Agreement, any

46 grievance arising hereunder prior to the expiration of this Agreement may be processed through the

grievance procedure until resolution.

Section 13.14. Discrimination. The District shall not discriminate against an employee or the Association for exercising their rights under this Article.

ARTICLE XIV - COMPENSATION

Section 14.1. Salary Schedule. All employees covered by this Agreement will be paid in accordance with the salary schedule set forth in Appendix A. For the 2017-18, 2018-19, 2019-20 and 2020-21 school years, the wage rates on Appendix A shall be increased by the percentage of the state-funded salary raise for classified employees or 2%, whichever is greater, in the month such increase is effective. If the state provides any other increases in classified employee funding in a manner that must be expended on salary increases this Agreement shall reopen solely for the purpose of determining how to apply the salary increase to the wage rates in Appendix A. Prior to the start of the 2019-20 school year, the parties agree to conduct a market study of positions within the bargaining unit. The parties agree to negotiate over the application of the market study to the wage rates for implementation in the 2019-20 school year.

Section 14.2. Increments. Increment advancement shall be based on length of service in a bargaining unit position and shall be effected the first of September each year. Employees who have been in a bargaining unit position at least six (6) months prior to the first of September of each year shall advance one (1) step on the schedule. Current EAEOP employees promoting into a higher paid position in the unit shall not be required to fulfill six months in a position before advancing steps.

Section 14.3. Longevity Pay. Eligible employees who have worked in the District for at least ten (10) years will be granted twenty-five dollars (\$25) longevity pay per month. Eligible employees who have worked in the District for at least fifteen (15) years will be granted forty dollars (\$40) longevity pay per month. Eligible employees who have worked in the District for at least twenty (20) years shall be granted fifty-five dollars (\$55) longevity pay per month. Eligible employees who have worked in the District for at least twenty-five (25) years shall be granted eighty dollars (\$80) longevity pay per month. Effective September 1, 2018, each of the above longevity pay amounts shall be increased by ten (\$10) 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	-	\$115.00
	(NAEOP CEOE Certification)		

Such payment shall begin with the paycheck following confirmation of the award and submission of

1 such confirmation to the Executive Director of Human Resources.

2
3 No employee shall receive more than one (1) monthly stipend under the terms of this section.

4
5 **Section 14.5. Salary Disbursement.** Employees shall be paid such salary as indicated on Appendix A,
6 Salary Schedule, including vacation pay and paid holidays that fall within their work year, in twelve (12)
7 equal installments, beginning on September 30th of each year and ending on August 31st of the
8 succeeding year. All salary warrants shall be directly deposited into a bank account identified by the
9 employee.

10
11 **Section 14.6. Professional Development.** The District shall provide \$4,000 annually for the voluntary
12 professional development of members of the bargaining unit. These funds are not intended to replace
13 other District-required or directed training, although an employee may choose to access these funds
14 for training suggested by a supervisor. Employees interested in accessing these funds may apply for
15 up to \$200 per employee per year until the funds are exhausted. If the fund has a remaining balance
16 as of June 30, any bargaining unit member may submit a request for additional funds, which will be
17 divided equally among such requests until fully expended. The application for use of these funds shall
18 clearly state the purpose of the request and its relationship to the employee's current or future position
19 with the District, e.g., technology certifications, software classes, or customer service training. The
20 application must be endorsed with the signature of the employee's administrative supervisor attesting
21 to the relatedness of the professional development to the employee's current or future position. Funds
22 may be used for some or all of the registration fees, tuition, materials, travel costs, substitute employee
23 expenses, professional dues or other expenses related to the request.

24
25 **Section 14.7. Mentoring Program.** The District and Association shall establish a mentoring program
26 for new office managers. The purpose of the program shall be to assist in the development and
27 orientation of new office managers, by providing them with an experienced office manager who can
28 guide and mentor them through the process of learning the operation of schools, District procedures
29 and effective office management techniques.

30
31 Mentors shall be recruited from among experienced office managers to form a pool. When a new office
32 manager is hired, a mentor shall be selected from the pool by the District in consultation with the new
33 employee and his/her supervisor, and the Association if requested.

34
35 The mentor shall be available to demonstrate procedures and processes, answer questions and provide
36 referral resources for the new office manager. Two (2) work days total release time shall be provided
37 to their mentor and the new office manager to meet or observe office operations and practices at their
38 respective schools. Additionally, both the mentor and the mentee may each work up to eight (8)
39 additional hours, outside of the regular work day, to provide additional consultation regarding office
40 practices. Such time shall be documented on a timesheet and will be paid at the applicable hourly rate.

41 42 **A R T I C L E X V - SUBSTITUTE AND TEMPORARY EMPLOYEES**

43
44 **Section 15.1. Bargaining Unit Inclusion.** Those substitute and temporary employees employed by the
45 District for more than thirty (30) days of work within any twelve (12) consecutive month period shall
46 be included in the bargaining unit set forth in the Recognition Clause.

Section 15.2. Limitations. The wages, hours, and other terms and conditions of employment for substitutes and temporary employees shall be expressly limited to those contained in this Article.

Section 15.3. Rate Of Pay. Substitute and temporary employees shall receive the Substitute Personnel rate of pay. After a substitute or temporary employee works twenty (20) consecutive days in a specific assignment he/she shall receive the entry level rate of pay for the group in which their position is placed on the salary schedule. Current regular employees who are requested to fill in for an employee in a higher paid position for at least twenty (20) consecutive days shall receive the first step rate of pay for the position being filled that provides an increase beginning on the first day of the assignment.

Section 15.4. Employee Benefits. Substitute and temporary employees expected to be employed at least ninety (90) days in one specific assignment during a school year shall be entitled to the employee benefits provided by Article VII, Sections 7.1 through 7.6.

In addition to the benefits set forth for the above, substitute and temporary employees who are expected to be employed for a position's full work year shall be entitled to the benefits provided by Article VI, Sections 6.1 through 6.11, and Article XI, Sections 11.1, 11.2, 11.4 and 11.5.

Section 15.5. Dismissal From Assignment. The District retains the right to terminate the employment of substitute and temporary employees at its sole discretion.

Section 15.6. Application Of Grievance Procedure. Substitute and temporary employees shall have the right to use the grievance procedure contained in Article XIII, and shall be limited in bringing to arbitration only matters specifically contained in this Article and only to the extent the matters brought to arbitration arise out of their service as substitute or temporary employees.

Section 15.7. Other Terms And Conditions. The following provisions of this Agreement shall apply to substitute and temporary employees:

- | | | |
|---------------|---|---|
| ARTICLE III | - | Management Rights |
| Section 4.1. | - | Right to Join and Assist Association |
| Section 4.2. | - | Matters of Personal Concern |
| Section 5.3. | - | Association Membership and Dues Deduction |
| Section 7.6. | - | Industrial Insurance |
| Section 8.2. | - | Overtime |
| Section 8.4. | - | Lunch and Rest Periods |
| 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, 2017 to August 31, 2021. 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 21st day of March, 2017 at Everett, Washington by the undersigned by the authority of and on behalf of the Everett School District No. 2 and the Everett Association of Educational Office Personnel.

EVERETT ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL

BY Maribel Estrada Silva
Maribel Estrada Silva, Chapter President

EVERETT SCHOOL DISTRICT NO. 2

BY Gary Cohn
Gary Cohn, Superintendent

DATE: 3/24/2017

DATE 3/24/17

APPENDIX A - SALARY SCHEDULE
Effective September 1, 2017 – August 31, 2018

EVERETT SCHOOL DISTRICT NO. 2
EVERETT ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Office Support	\$18.44	\$19.76	\$20.43	\$20.87
General Office Secretary	\$19.60	\$21.00	\$21.74	\$22.20
Administrative Assistant	\$21.10	\$22.58	\$23.34	\$23.85
Accounting Technician	\$22.50	\$23.30	\$24.14	\$24.87
Benefits Technician	\$23.21	\$24.01	\$24.85	\$25.59
Payroll Technician	\$22.50	\$23.30	\$24.14	\$24.87
Department/School Office Manager	\$22.78	\$23.59	\$24.43	\$25.17
Lead Accounting Technician	\$23.13	\$23.99	\$24.87	\$25.61
Executive Assistant II	\$25.83	\$26.68	\$27.63	\$28.47
Payroll Coordinator II	\$28.44	\$29.85	\$31.91	\$32.86
HR Coordinator II	\$28.44	\$29.85	\$31.91	\$32.86

Substitute Rate: \$14.16

Notes:

1. Longevity pay for employees with 10, 15, 20, and 25 years experience is defined in Section 14.3.
2. Professional standards pay for certificates, AA, BA and MA degrees is defined in Section 14.4.
3. Vacation pay for employees who work less than 260 days per year is defined in Section 11.1.

EVERETT ASSOCIATION OF
EDUCATIONAL OFFICE PERSONNEL

EVERETT SCHOOL DISTRICT NO. 2

BY Maribel Estrada Silva
Maribel Estrada Silva, Chapter President

BY Gary Cohn
Gary Cohn, Superintendent

DATE 3/24/2017

DATE 3/21/17

APPENDIX B - 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.

1 GENERAL ADMINISTRATIVE SUPPORT CLASSIFICATIONS

2
3 **Office Support**

4
5 **General Office Secretary**

6 *bookkeeping/accounting (funds or budgets limited to a single building or administrative unit),*
7 *preparation of reports or documents submitted to governmental agencies, tracking and processing of*
8 *personnel data or information, processing purchasing, expenditure and other financial documents*
9

10 **Administrative Assistant**

11 *bookkeeping/accounting (funds or budgets broader than a single building or administrative unit),*
12 *coordinating or planning activities for administrators or other employees outside a single school or*
13 *administrative unit*
14

15 **Department/School Office Manager**

16 *supervision/direction/delegation of work performed by other office professionals in a whole school*
17 *building or administrative unit*
18

19 **Executive Assistant**

20 *cabinet-level reporting relationship (not expanded cabinet)*
21

22 **SPECIALIZED ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

23
24 **Accounting Technician**

25 *performs bookkeeping and accounting tasks for a centralized District department devoted solely to*
26 *accounting and financial services*
27

28 **Payroll Technician**

29 *performs payroll functions in a centralized District department devoted solely to tracking and processing*
30 *payroll*
31

32 **Benefits Technician**

33 *supports centralized employment benefits programs for the District's Human Resources Department*
34

35 **Lead Accounting Technician**

36 *supervision/direction/delegation of work performed by other Accounting Technicians*
37

38 **Lead Payroll Technician**

39 *supervision/direction/delegation of work performed by other Payroll Technicians*
40
41

1 **LETTER OF AGREEMENT - MS. MARKS - ADMINISTRATIVE ASSISTANT**

2
3 EVERETT SCHOOL DISTRICT NO. 2
4 EVERETT ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL
5

6
7 The Everett School District and the Everett Association of Educational Office Personnel agree to the
8 following provision:
9

10 The position currently held by Danielle Marks shall be classified as an Administrative Assistant. Ms.
11 Mark's current 2010-11 wage rate shall remain the same for each year of the agreement, until the
12 wage rate for the Administrative Assistant position exceeds her current 2010-11 wage rate. After Ms.
13 Marks vacates her current position, any other employee filling this same position shall be paid
14 according to the Administrative Assistant wage schedule then in effect.
15

16
17
18
19 EVERETT ASSOCIATION OF
20 EDUCATIONAL OFFICE PERSONNEL

21 EVERETT SCHOOL DISTRICT NO. 2

22
23
24
25 BY Maribel Estrada Silva
26 Maribel Estrada Silva, Chapter President

27
28
29
30 BY Gary Cohn
31 Gary Cohn, Superintendent

32
33
34 DATE 3/24/2017

35 DATE 3/21/17

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, EVERETT ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL 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 No. 2 ("District") and the Everett Association of Educational Office Professional ("EAEOP") agree to amend the parties 2017-2021 collective bargaining agreement as follows:

1. Revise Section 14.1 as follows:

Section 14.1. Salary Schedule.

All employees covered by this Agreement will be paid in accordance with the salary schedule set forth in Appendix A. For the 2018-19 school year, the wage rates on Appendix A as reflected on Schedule A. For the 2019-20, 2020-21 and 2021-22 school years, the wage rates on Appendix A shall be increased by the implicit price deflator for that fiscal year, using the official current base, compiled by the bureau of economic analysis, United States department of commerce, or 2%, whichever is greater. Prior to the start of the 2020-21 school year, the parties agree to conduct a market study of positions within the bargaining unit. The parties agree to negotiate over the application of the market study to the wage rates for implementation in the 2020-21 school year.

The 2018-19 revised Appendix A is attached.

2. Revise Section 17.2 as follows:

Section 17.2. Duration.

This Agreement shall be in full force and effect from September 1, 2017 to August 31, 2022. 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 judgment of the Union or the District, materially changed or impacted employees, management, the Union or Employer.

3. The parties agree that the \$30 insurance subsidy shall cease as of December 31, 2018.

This Letter of Agreement shall become effective upon the signatures of both parties, shall remain in effect until September 1, 2022 and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

EVERETT OP CHAPTER #1102

BY: Jodie Moyer
Jodie Moyer, Chapter President

EVERETT SCHOOL DISTRICT #2

BY: Dr. Gary Cohn
Dr. Gary Cohn, Superintendent

DATE: 1-25-2019

DATE: 1/22/19

APPENDIX A
Schedule A
Everett Association of Educational Office Personnel
Effective September 1, 2018

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<u>Paygroup Title</u>				
<u>School Level Only</u>				
School Support 1	\$20.56	\$22.03	\$22.78	\$23.27
School Support 2	\$21.85	\$23.41	\$24.24	\$24.75
School Support 3	\$25.40	\$26.30	\$27.24	\$28.07
<u>District Level Only</u>				
Program Support 1	\$20.56	\$22.03	\$22.78	\$23.27
Program Support 2	\$21.85	\$23.41	\$24.24	\$24.75
Program Support 3	\$23.53	\$25.18	\$26.03	\$26.60
Program Support 4	\$25.40	\$26.30	\$27.24	\$28.07
Administrative Support 1	\$25.09	\$25.99	\$26.92	\$27.73
Administrative Support 2	\$25.79	\$26.75	\$27.73	\$28.56
Administrative Support 3	\$25.88	\$26.77	\$27.71	\$28.54
Administrative Support 4	\$28.80	\$29.75	\$30.81	\$31.74
Administrative Support 5	\$31.71	\$33.29	\$35.58	\$36.65
Substitute Rate	\$15.79			

Notes:

1. 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.