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AGREEMENT
between
EDMONDS SCHOOL DISTRICT NO. 15
and
SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 925
MAINTENANCE TRADES EMPLOYEES

2019 - 2024

RECITALS

Pursuant to the conditions set forth in the Public Employees' Collective Bargaining Act of 1967, this constitutes an agreement between the Edmonds School District No. 15 (District) and the Service Employees' International Union, Local 925, Maintenance Trades Employees' (Union).

It is understood and agreed by the District and Union that matters appropriate for negotiations between the parties shall relate to salaries, hours, working conditions, and grievance procedures.

ARTICLE I — RECOGNITION

The District recognizes the Service Employees' International Union, Local 925, hereinafter called the Union, as the exclusive bargaining agency for maintenance trades employees in the Edmonds School District, except administrators and supervisors as defined under the National Labor Relations Act, as amended.

ARTICLE II — NO STRIKE

The Union and the District agree that there shall be no strikes, slowdowns or work stoppages by any employee(s) or the Union and no lockout by the District during the term of this Agreement.

ARTICLE III — UNION RIGHTS

- A. Upon receipt of written notification from the Union of an employee's authorization to deduct membership dues, the District shall deduct dues from the pay of said employee. Written notification to the District from the Union must be received by the first workday of the month in which dues will be deducted from the employee's pay.
- B. It is agreed that all employees subject to this Agreement shall have the right, freely and without fear of penalty or reprisal, to join and assist the Union.
- C. **Bulletin Boards.** The District shall provide space on bulletin boards in each building for the use of the Union. The bulletins posted by the Union are the responsibility of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned Union notices or bulletins may not be posted. Member notifications for meetings, lists of current union leaders contact information and membership cards may be posted. There shall be no other distribution or posting by employees of the Union of pamphlets, advertising, political matters, notices of any kind or literature other than herein provided.

- D. **District Mail/E-Mail.** The Union may use employee mailboxes for communication to employees provided that a copy of each item(s) so distributed, except bargaining surveys, grievance information, Union financial information and Union election ballots, is delivered to the Maintenance and Transportation Department offices for approval, and to the Superintendent's office, at the time of distribution.

The employee may use the District e-mail system for non-political Union communication and business. The District e-mail system may not be used for campaign or election purposes, or to organize or promote work stoppages. The District e-mail system may be used to direct members to union links to collect information.

- E. **Employee Lists.** The names and addresses of employees in the bargaining unit shall be provided annually by October 30 to the union and updated quarterly. The Employer will provide electronic documentation to the Union including the name, mailing address, primary phone number, employee identifier, location of employment, and the initial date of employment of all new employees. The Employer will also provide terminations and status changes of members to the Union. The Employer will provide the Union notification of employment within fourteen (14) work days for all new employees. The Union will acquire any additional information about members directly from members through their enrollment process.
- F. **Shop Stewards.** Shop Stewards, section officers, and Union officers shall be allowed time off, without pay deduction to attend Union sponsored activities, to a maximum of eighty (80) hours in the aggregate during each school year, provided:
1. Application for such leave is made in a timely and appropriate fashion.
 2. No more than one (1) employee from any trade and no more than one (1) employee on a shift shall be granted leave on any one (1) day.
 3. The Union will reimburse the District for the employees' daily wages.
- G. **Employees as Union Representatives.** Employees acting as Union representatives at meetings required by the District shall be released from work duties with pay to attend when such meetings are held during normal working hours, or compensated at their hourly rate when they are held outside of their normal working hours.
- H. **Right to Hearing Prior to Discipline.** Whenever disciplinary action is involved, an employee subject to this Agreement has the right to have a Union representative present at discussions between themselves and representatives of the District as hereinafter provided in the Grievance Procedure of this Agreement.
- I. **Disciplinary Notification.** The Union shall be notified by the District of any disciplinary actions of any employee in the unit.
- J. **Disciplinary Action/Progressive Discipline.** No employee will be discharged or suspended without pay, without just cause. Just cause for discharge and suspension without pay in the absence of prior warning shall include, but not be limited to, insubordination, gross misconduct, intoxication on the job or conviction of a crime involving a minor.
- K. **Personnel/Supervisors Files.** The District shall maintain a single personnel file for each employee, which shall be kept in the Human Resources Division and shall be controlled by the Executive Director of Human Resources or his/her designee. The employee shall have the right to

review his/her personnel file in the presence of a Human Resources administrator at a time and place mutually agreeable. Such review may be done in the company of a person of the employee's choosing. A copy of any complaint and/or derogatory material relating to an employee must be given to the employee before the material is placed in the personnel file. The employee shall have the right to attach a signed and dated response to any such material; any such written response must be presented for attachment within ten (10) calendar days of the date the material to which the response is being made was received by the employee. Immediate supervisors may maintain an information file containing material related to the employee. It shall be available to review by the employee in the presence of the supervisor or his/her designee.

After three (3) years, at the request of the employee, any reprimand(s) shall be removed from the District personnel file provided no subsequent reprimand(s) has been issued during that period. Disciplinary notice involving one (1) or more of the following shall not be removed from an employee's file:

- Sexual abuse or sexual harassment of students or other persons.
- Sexual contact with students.
- Violence or physical abuse directed at students or other persons.
- Racial, ethnic or sexual slurs.
- Improper off-duty conduct involving a minor.

L. **COPE Contribution (Committee on Political Empowerment)**. Upon the receipt of written authorizations that comply with applicable Public Disclosure Commission regulations, the Employer agrees to deduct and transmit to the Union a specified amount from each employee's pay, subject to the voluntarily executed COPE payroll authorization form. Such deductions shall be subject to an initial participation of at least ten percent (10%) of the members of the bargaining unit.

M. The Union agrees to indemnify, defend, and hold harmless the District (including its officers, directors, agents, employees, and representatives) from all claims, demands, suits, penalties, fines, sanctions, payments or other forms of liability (including payments to employees for wrongfully withheld wages), related to any payroll deductions pursuant to this Article, including claims related to the processing of authorizations or authorization withdrawals.

ARTICLE IV — MANAGEMENT RIGHTS

The management of the employee and the direction of the work force is vested exclusively in the District, subject to the terms of this Agreement.

All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the District in accordance with such policy or procedure as the District from time to time may determine.

Management officials retain the following rights and obligations:

1. Direct employees covered by this Agreement.
2. Hire, promote, demote, assign, and retain employees of the unit and suspend or discharge employees for proper cause.
3. Relieve employees from duty due to lack of work or other legitimate reasons.

4. Determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted.
5. Discuss with the Union changes in practices that are of concern to employees.

ARTICLE V — GRIEVANCE PROCEDURE

Shop Steward. The Union shall be permitted a shop steward within each section of maintenance, grounds, and mechanics who shall be the Union's representative on the job to inform the Union of any alleged violation of this Agreement. An employee may request the attendance of the shop steward or the Union business agent at the first step of the grievance procedure. Such shop steward shall not be discriminated against for his/her acts as the Union's representative on the job. The Union's representative shall be the only one to take up with the District or his/her representative any alleged violation of this Agreement. Under no circumstances shall any shop steward interfere with the orderly processes of the District.

- A. **Procedure.** Grievances between the District and its employees within the bargaining unit with respect to matters dealing with the interpretation or application of the terms of this Agreement only, shall be subject to the grievance procedure.

A grievance is any condition, action, or lack of action, arising from an alleged misapplication of the terms of this Agreement, which the employee believes to be unjust as applied to him/her. In this regard, the employee concerned must be the individual who has personally experienced the grievance.

The parties may mutually agree to extend the time limits of any Step of the Grievance process.

- B. **Grievance Steps.**

Step 1. Informal Discussion. The grievant shall first discuss the grievance with his or her immediate supervisor within ten (10) working days of the alleged grievance or within ten (10) working days of the time the grievant knew or reasonably should have known the facts on which the grievance is based. Every effort shall be made at this level to resolve the grievance. All grievances not brought to the immediate supervisor in accordance with the preceding sentence shall be invalid and subject to no further processing.

Step 2. Supervisor Level. If no settlement is reached in Step 1, the employee, if he/she considers the grievance to be valid, will first discuss with the Union Leadership prior to proceeding and will reduce to writing on the Union grievance form a statement of the grievance providing the following information:

1. The facts upon which the grievance is based (including the date of occurrence).
2. Reference to the specific article(s) and/or section(s) of the Agreement alleged to have been violated.
3. The remedy sought.

The written statement shall be submitted to the immediate supervisor with a copy transmitted to the Superintendent or his/her designee.

The statement shall be submitted within five (5) working days of the date of the informal discussion. The immediate supervisor shall have fifteen (15) working days from the receipt of the grievance to hear the grievance and shall within fifteen (15) working days submit his/her written statement as to the disposition of the grievance.

Step 3. Superintendent Level. If no settlement has been reached in Step 2 within the specified time limits, the employee may, within seven (7) working days, submit the written grievance to the Superintendent or his/her designee. The Superintendent or designee shall within seven (7) working days after receipt of the grievance, hear the grievance and shall within seven (7) working days thereafter submit in writing the disposition of said grievance.

The Union shall have fifteen (15) working days from the date of the decision of the Superintendent or his/her designee to demand arbitration.

Step 4. Arbitration

1. **Selection of Arbitrator - By Agreement.** In regard to each case that reaches arbitration, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within ten (10) days after submission of the written request for arbitration, the provisions of 2. (Selection of Arbitrator - American Arbitration Association) shall apply to the selection of an arbitrator.
2. **Selection of Arbitrator - American Arbitration Association.** In the event an arbitrator is not agreed upon as provided in 1. above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbitrators. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the panel of nine (9) arbitrators is received, the parties in turn shall have the right to strike a name from the panel until one (1) name remains. The remaining person shall be the arbitrator. The right to strike the first name from the panel shall be determined by lot.
3. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be shared equally by the District and the Union. All other costs will be borne by the party incurring them.
5. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (½) of the stenographic costs.
6. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of the Agreement.
7. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the District where the District has discretion by the terms of this Agreement.

8. The arbitrator shall render no decision which would be in violation of a law or enter disputes that are a matter of legal jurisdiction.

C. **Grievance Requirements.** The reference to "party" or "parties" within the Grievance Procedure shall mean the District and the Union, either singularly or jointly, as is appropriate.

The Union shall have reasonable opportunity to be present at all grievance meetings.

If an employee or the Union fails to submit grievances to the next grievance step within the time so specified, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level.

ARTICLE VI — EMPLOYMENT CONDITIONS

A. Newly hired employees will be placed on probation for ninety (90) work days. After satisfactory completion of the probationary period, the employee will be hired on a regular basis. An extension of the probationary period may be requested in writing, stating the reasons and length of extension.

New employees to a worksite shall be given a basic orientation within five (5) work days of the start of employment at the building/worksite by the supervisor or designee. A supervisor, or designee, performing a new employee orientation shall schedule an introduction for the employee to the designated on-site union representative. The Union representative shall be allowed time as designated by the supervisor, to introduce the employee to themselves and the Union.

Job duties and expectations will be reviewed with newly hired employees within the first two (2) weeks of employment.

B. For the purpose of determining vacation entitlement, an employee may be eligible to transfer longevity from previous school district experience provided there has been no break in service and the employee notifies the District in writing within thirty (30) calendar days of hire that longevity credit is sought for years of service in another district. The notification must provide verification from the other district of:

- Previous position,
- Date of service in the position, and
- Breaks in service, if any.

An employee who fails to provide the required written notification shall be deemed to have waived any right to such experience credit as might otherwise be available.

For an employee who transfers to the District and who timely furnishes the verification required above, the District shall adjust the employee's longevity to include years of comparable service at another district in the State to the extent that the transferring employee would have received service credit for such comparable service had the employee been employed by the District. The validity of previous experience shall be determined by the District and decisions are not subject to the grievance procedure.

C. Any employee raised or lowered from one grade to another will take a corresponding position on the salary schedule. Employees temporarily transferred to maintenance or grounds will receive

no less than their regular rate of pay, but shall receive the normal rate of pay for the classification to which they are assigned after five (5) days continuous employment retroactive to the first day.

- D. When an employee is assigned to more than one (1) classification, he/she shall be paid at the rate for each classification, prorated in accordance with the portion of time spent in each such classification.
- E. All assignments shall be made by the administrative representative of the District.
- F. **Bid Procedure, Promotion, Shift Change, or New Position.** Positions vacated for any reason or newly created positions shall be subject to the following procedure:
1. All regular vacancies will be posted for a minimum of ten (10) working days provided that promotional positions shall be posted a minimum of five (5) working days. All notices shall be in compliance with the District's Affirmative Action Policy 6005 referred to in part herein in Article VI, Section F.
 2. Any employee desiring to bid on a vacancy shall apply to the District Human Resources Division requesting consideration for such position by the closing date on the job posting.
 3. Selection of an employee shall be the responsibility of the District based on qualifications of the applicants. Qualifications shall be construed to include information obtained in the selection process, application materials, references, and the interview. Performance evaluations from similar positions within the Edmonds School District will also be considered. Those factors being equal, seniority shall prevail.
 4. Any employee who is passed over in seniority shall be notified of such fact in writing, together with the reason(s), subject to the receipt of a written request from an affected employee by the District's Human Resources Division.
 5. Assignments under the above provisions may be subject to the grievance procedure.
- G. Neither the District nor the Union shall discriminate against any employee subject to this Agreement on the basis of race, color, creed, national origin, religion, gender, age, disability, marital status, sexual orientation, or the presence of any physical, mental, or sensory handicap, or any other basis prohibited by law or Edmonds School District policy, unless based upon a bona fide occupational qualification; provided, that the prohibition against discrimination because of handicap shall not apply if the handicap prevents the safe, or proper performance of an employee's duties.
- H. **Safe Driving Program.** In light of the harm, insurance costs, and other problems associated with occasions of unsafe driving, the parties agree to establish a safe driving program consisting of the following features:
1. The program shall apply to those employees whose job duties, as assigned by the District, include driving District vehicles.
 2. The District periodically will provide employees with reminders, training, and/or instruction concerning the safe operation of motor vehicles.

3. Such an employee shall, upon periodic request by the District and as a condition of continued employment, provide the District with a copy of his/her valid Washington State driver's license.

ARTICLE VII — EMPLOYEE EVALUATION

- A. Employees will be evaluated at least annually on District approved forms. The process shall be completed no later than August 31 of each year.
- B. A conference will be held with each employee to review the evaluation. The employee will sign the performance evaluation. The employee's signature does not necessarily imply that the employee agrees with the evaluation, but indicates only that the employee has seen and discussed it with the evaluator, and has been provided a copy of the evaluation.
- C. Following the evaluation conference, if so requested by the employee, a second conference concerning the employee's evaluation will be held. Both the employee and the evaluator shall have the right to bring a person or persons of his/her choice to the second conference, which shall be conducted by the Human Resources Division whose written decision shall be shared with the parties and shall be final.
- D. An unsatisfactory evaluation that is more than two (2) years old shall not prevent an employee from being considered by the District for a promotion, provided that such employee has followed prescribed procedures in applying for such position.
- E. Following satisfactory completion of the probationary period, if the evaluation procedure results in the employee being terminated from employment, dismissed, or suspended without pay, then such termination, dismissal, or suspension may be appealed via the grievance procedure contained in this Agreement.
- F. The employee may attach his/her own written comments to the evaluation, provided such attachment is presented within five (5) workdays of the date of the evaluation.
- G. No bargaining unit member shall conduct performance evaluations of other bargaining unit members, except that lead workers may provide input to the supervisor responsible for conducting the evaluation of employees who they are responsible for leading.
- H. If the Employer fails to conduct a timely performance evaluation, and a situation arises where performance is a factor for consideration, the affected employee will be presumed to have received a satisfactory rating.
- I. If an evaluator determines that an employee's performance needs improvement, the evaluator in consultation with Human Resources, will develop and present an improvement plan to such employee, provided that this Article shall not be construed in any way as prohibiting the District from dismissing an employee whose performance is determined unsatisfactory. Any such dismissal shall be in accordance with Article XIII.A of this Agreement. Prior to being placed on a performance improvement plan, an employee will have been notified of the performance deficiencies and will have the opportunity to correct those deficiencies.

ARTICLE VIII — WORKING HOURS

- A. Eight (8) hours a day, forty (40) hours a week, Monday through Friday, constitutes a full work week.
- B. All time worked over forty (40) hours a week shall be paid at the rate of time and one-half. No employee shall work overtime unless approved in advance by a supervisor. If an employee is required by the Employer to work overtime, the employee may elect to be compensated in compensatory time instead of receiving overtime pay. Such compensatory time off will be scheduled by management following a discussion with the affected employee. The Employer may offer overtime to employees for pay only, provided employees are not compelled to work the overtime and the Employer may withdraw the offer of overtime in the event no employee elects to work the overtime for pay.
- C. Time and one-half will be paid for all time worked in excess of eight (8) hours in any one (1) day, for all time worked on Saturdays and Sundays (when Saturdays and/or Sundays are not part of the normal work schedule), unless the employee agrees with his/her supervisor, for the convenience of a third party involved, to a change in work schedule.

When an employee whose normal work schedule does not include Saturdays, Sundays or paid holidays is required to work on such day(s), advance notice of twenty-four (24) hours shall be provided except in an emergency situation.

- D. When an employee is called back for extra work, he/she shall receive not less than two (2) hours for each call, paid at the rate of time and one-half the regular rate provided in the Agreement for his/her classification.
- E. When an employee is telephoned at home for work-related information outside of his/her normal shift, he/she shall receive actual time spent on each telephone call (rounded to the nearest fifteen [15] minute increments), paid at the rate of time and one-half the regular rate provided in the Agreement for his/her classification.
- F. Employees shall have preference based on seniority, for assignment of planned overtime projects when skills and qualifications are met.

ARTICLE IX — WORKING CONDITIONS

- A. All employees who work more than five (5) hours per day shall be entitled to a duty-free lunch period on their own time, if it is possible for them to leave their job. If required to remain on duty, or subject to call, there shall be no deduction for the meal period. The field supervisor of the respective departments shall determine which of the above shall apply.

Each employee who works at least four (4) hours per day will receive a fifteen (15) minute rest period. A second rest period of fifteen (15) minutes duration will be provided each employee who works eight (8) hours per day.

- B. It is agreed that during the summer months, forty (40) hours a week shall prevail as a workweek, with the same monthly pay, with the hours being set by agreement with the employee group involved.
- C. Uniforms for employees are subject to this Agreement and during the term of this Agreement.

TRANSPORTATION SHOP EMPLOYEES:

- a. Transportation Shop employees are required to wear uniforms provided and maintained by the Transportation Department.
- b. **Definition of Uniform:** A pair of coveralls or uniform pants and shirt (long or short sleeve).
 - 1. The Transportation Department will provide a maximum of ten (10) uniforms per employee.
 - 2. Uniforms can be all coveralls or uniform pants and shirt or a combination of both.
 - 3. In addition, the Transportation Department will provide and maintain three (3) medium duty jackets and one (1) winter parka per employee.
 - 4. Employees may elect to have five (5) tee shirts per year bearing the Edmonds School District Logo purchased by the Transportation Department and maintained by the employee.
 - 5. In addition, two (2) baseball caps will be furnished to Shop employees wishing to wear them. The caps will be replaced as needed when authorized by the Shop Supervisor.
 - 6. The District will allocate up to \$225.00 per employee as needed, or per year, for safety footwear and insoles.
- c. Transportation Shop employees are expected to wear uniforms in such a way that the employee is clearly and easily recognized as an employee of the Edmonds School District Transportation Department.

MAINTENANCE EMPLOYEES:

- a. Maintenance employees are required to wear uniforms provided and maintained by the Maintenance Department.
- b. **Definition of a Uniform:** A pair of coveralls, or a pair of bib overalls and shirt, or a pair of uniform pants and shirt (long or short sleeve).
 - 1. The Maintenance Department will provide and maintain a maximum of ten (10) uniforms per employee.
 - 2. Uniforms can be all coveralls, or uniform pants and shirts, or bib overalls and shirts or a combination of the above.

3. In addition, the Maintenance Department will provide and maintain three (3) medium duty jackets per employee. The employee will have possession of only one (1) jacket at a time. The other two (2) jackets will be with the uniform supply company for laundering, repair, etc.
 4. Employees may elect to have five (5) tee shirts per year bearing the District Logo purchased by the Maintenance Department. Tee shirts shall be maintained by the employee.
 5. In addition, two baseball caps will be furnished to Maintenance employees wishing to wear them. The caps will be maintained by the employee, and will be replaced as needed when authorized by the Maintenance supervisor. Employees will be allowed to wear other types of caps as long as there is nothing of an inappropriate nature on the cap (e.g. advertising for alcohol, tobacco, weapons, etc). The Maintenance Supervisor will determine what is appropriate.
 6. Employees who are required to work in all weather conditions will be provided with one (1) winter jacket, to be supplied by the Maintenance Department. All employees will be issued the same winter jacket. If that jacket is purchased by the contracted company, it will be maintained by the Maintenance Department through that company. If the jacket is purchased from another source, the jacket will be maintained by the employee.
 7. During cold and inclement weather, employees may wear insulated overalls or raingear. The District and the Supervisor will jointly discuss and approve an appropriate patch.
 8. Jeans shall be an acceptable uniform item as long as they are in good condition. The Maintenance Supervisor will decide on proper condition. Jeans will be supplied and maintained by the employee, if he or she elects to wear them.
 9. During the summer months, Grounds Employees will be permitted to wear hemmed navy blue walking shorts [no shorter than one inch one (1) inch above the knee], while performing lawn care duties such as mowing and irrigation maintenance. Such shorts will be provided and maintained by the employee at her/his own expense.
 10. The District will allocate up to \$250.00 per employee as needed, or per year, for safety footwear and insoles. The district will allocate an additional \$20.00 for shoe maintenance supplies per employee per year. Employees in the Grounds Department will receive an additional \$200.00 per year for safety footwear.
- c. Maintenance employees are expected to wear uniforms in such a way that the employee is clearly and easily recognized as an employee of the Edmonds School District Maintenance Department. District supplied patches may not be removed.

The joint Labor Management Committee will be used to process any changes to the established procedures for purchasing safety footwear.

- d. No employee entrusted with the District's funds shall be held responsible for loss due to robbery or fire or any other circumstances beyond his/her control.

- e. All personnel shall work a continuous hourly shift. Should a split shift be required, the next higher schedule shall apply.
- f. No administrative representative or supervisor shall take the place of an employee except as provided by Article XV Section A. Such administrative employee shall not substitute for a worker thus depriving an individual of a job. This applies to the regular shift and overtime.
- g. Each employee in the General Mechanic, Body Repair and Painter Mechanic, and Transportation Preventative Maintenance Technician classification shall annually receive a stipend in the amount of \$850.00 for tool maintenance. Each employee in the Mechanic Helper classification shall annually receive a stipend in the amount of \$350 for tool maintenance. This stipend shall be paid by the 10th of August each year in a separate payroll via direct deposit.

The Transportation Director shall develop and maintain a list of required tools for each classification receiving the annual tool allowance.

In the 2017-18 school year, the transportation director shall form a committee to assist in the development of the tool lists. The committee shall meet monthly starting in November 2017 and conclude by February 2018. The committee shall at a minimum consist of the foreman and/or assistant foreman, one member from each classification, and the transportation director. Additional committee members shall be added as needed at the discretion of the transportation director.

- h. If the total number of days in a given work year exceeds 260 days, the days in excess of 260 shall be considered non-work days. The District and employees will cooperate to the fullest extent possible to provide employees with requested dates when scheduling such non-work days.
- i. The District shall provide employees with appropriate, comfortable safety eyewear. The District shall require employees to wear safety eyewear when engaged in, or in the vicinity of, the operation of machinery and equipment. Employees who require prescription eye wear shall be allowed up to \$200 for the purchase of frames with safety wings and lenses from an approved vendor. Employees are responsible for the cost of eye exams. Frames will be repaired or replaced when damaged, and lenses may be replaced when the employee's prescription changes, up to \$200.00.
- j. Commercial Driver's License. Employees occupying those classifications requiring a Commercial Driver's License (CDL) shall obtain and maintain a CDL as a condition of employment. The District shall pay for the costs, from approved providers, of the physical examination, written test and skills test.

ARTICLE X — LEAVES

A. Sick Leave.

- 1. Sick leave is leave which an employee accrues to be used in the event of emergencies or disabilities resulting from an illness, or injury and recovery therefrom which prevent an employee from fulfilling his/her job requirements, or to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision or as

otherwise provided by state law or District Policy. Sick leave shall be compensated leave and shall be paid only for the period of actual disability. For absences due to disability beyond the accumulated sick leave, salary deduction will be on a per diem basis. Doctor appointments will be allowed during the workday, provided a substitute employee is not required. Approval of these requests must be arranged through the supervisor or his/her designee with the provision that the employee makes up the time lost to complete scheduled duties.

2. **Accrual.**

a. A regular employee shall earn one (1) day of sick leave for each calendar month worked. A regular employee shall be entitled to use sick leave days only to the extent they are earned and/or accumulated.

b. Regular employees who work less than 2080 hours per year shall accrue sick leave on a pro-rata basis.

3. A doctor's certificate may be required to verify illness whenever an employee is absent more than five (5) consecutive days or in the event of a pattern of regular absences exceeding three (3) days, provided that the certification requirement may not result in an unreasonable burden or expense on the employee.

4. **Emergency Leave.** Two (2) days of emergency leave per year will be available to those employees who request the leave and qualify. These days shall be with pay, are noncumulative, and shall be deducted from accrued sick leave. Qualifications shall comply with:

a. The problem must have been suddenly precipitated so that preplanning was not possible.

b. The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature.

c. Weather conditions will not be considered a valid reason for an emergency leave.

5. **Critical Family Illness.** An employee may use up to three (3) days of sick leave per year in the event of critical illness or injury to a member of the employee's immediate family other than children under the age of eighteen (18) with a health condition which requires treatment or supervision. Immediate family consists of spouse or domestic partner, children, parents, grandparents, and siblings of the employee or spouse. Use of leave under this section shall be confined to situations not covered by section C., Family Medical Leave [i.e., confined to cases of serious illness of grandparents of spouses or domestic partner, or of siblings of an employee or of an employee's spouse or domestic partner, or of household members not otherwise covered by section C.]

B. **Health Leave.** Employees will be retained as regular employees for the period of absence covered by the accrued sick leave and for a period not to exceed one (1) year after the expiration of the accrued sick leave, after which time he/she will return to normal duties or terminate his/her employment with the District. The employee must make application for leave. Such application must be in writing to the Board of Directors, through the Superintendent or designee. The application must be accompanied by a written statement from a physician or licensed practitioner stating that a health condition or temporary disability exists which necessitates such leave.

- C. **Family Medical Leave.** Pursuant to the provisions of the Family and Medical Leave Act (FMLA), the district shall provide the appropriate family and medical leave for eligible employees. The current 12 weeks of guaranteed unpaid leave provided by FMLA, including Washington State Family Leave Act (FLA), shall be considered to run concurrently with any leave provided in this Agreement that fits the reasons for taking this leave under said law.

Leave without pay not to exceed twelve (12) weeks will be granted to an employee to care for a spouse, child or parent of the employee who has a serious health condition involving in-patient care or continuous treatment by a health care provider upon the employee's written request which must be accompanied by a recommendation from the attending physician or licensed practitioner.

Upon written application to the Superintendent or designee, child care leave without pay may be granted for up to one (1) year to an employee for the care of a newly born or newly adopted child under the age of eighteen (18). If such child care leave is granted, the employee shall notify the Superintendent and his/her supervisor as soon as possible of his/her intention to take child care leave and the planned time for the commencement of that leave.

Starting January 1, 2020, employees may be eligible for paid family leave benefits from the State under the Paid Family and Medical Leave (PFML) law administered by the Employment Security Department. Starting September 1, 2019, the District will make employer premium payments to the State for this benefit to the extent required by law and will deduct employee premium contribution as authorized by law.

- D. **Leave of Absence.** Upon recommendation of the Superintendent or designee, the Board of Directors may, upon the employees written request, grant a leave of absence for a period not to exceed one (1) year, without pay, to an employee who has completed three (3) or more cumulative years of service with the District. The employee must make application for leave. Such application must be in writing to the Board of Directors, through the Superintendent or designee.

- E. **Job-Related Injury.** All employees must report immediately an industrial injury to the supervisor.

1. No employee shall return from a job-related injury to an assigned position or assume another position without proper release from the appropriate medical provider.
2. When an employee is eligible for time loss benefits, the employee may use his/her accrued sick leave to supplement the time loss benefits so that both payments combined will equal the employee's regular salary. Any overpayment to the employee shall be repaid to the District by the employee.
3. Where the District determines that light duty work is available, a regular employee who is approved by his/her physician to return to work for the light duty assignment may perform light duty. The employee will receive a reduced wage rate during the regular employee's assignment to a light duty schedule. Such light duty wage rate shall be determined by the District based on the duties the regular employee is approved to perform by his/her physician.

- F. **Bereavement Leave.** An employee shall be allowed five (5) days of leave with full pay for the death of each individual member of the employee's immediate family.

1. Immediate family shall include spouse or domestic partner, parents (or person[s] who raised the employee), grandparents, children, grandchildren, and siblings of the employee or spouse/domestic partner. Only for the purpose of this section, an employee who has been lawfully designated as a legal guardian shall be considered eligible under this section of leave. Up to an additional one (1) day of pay will be allowed for travel when needed for necessary travel outside of the State of Washington.
2. One (1) day of leave with full pay shall be allowed an employee for death of other relatives, provided the employee attends the funeral or memorial service of such relative.

- G. **Personal**. Employees upon request may be granted up to two (2) days per year noncumulative for personal leave with pay in order to attend to personal business which cannot be performed reasonably outside the working day. The personal business for which leave is requested shall be important and not a matter of convenience.

Personal leave may also be used in order for an employee to attend the funeral or memorial service of a close personal friend, when such service is scheduled during the employee's scheduled work time.

The employee requesting leave shall make application on forms provided at least three (3) days in advance unless circumstances make the time limit impossible. The reason for leave shall be stipulated on the form.

The Superintendent or his/her designee shall screen all applications and either approve or disapprove the request.

- H. **Jury Duty Leave**. Leaves of absence are allowed for jury duty. Such leave shall be with pay for jury duty performed on scheduled workdays with the jury duty fee returned to the District. Only those days served, as verified by the court, shall be considered for compensation. The employee, upon receipt of jury duty summons, shall inform his/her supervisor concerning the jury duty dates.

- I. **Military Training/Duty Leave**. Up to twenty-one (21) annual days of military training/duty leave will be granted when an employee who is a member of the National Guard or any Reserve Branch of the Armed Forces of the United States is ordered to active duty. This military leave will be granted without loss of pay or other benefit. Military leave will not be granted when the employee has choices of time for training and one of the times is not in conflict with his/her normal workdays.

Employees must be granted a military leave of absence without pay for service in the uniformed services of the United States or the state, and to reinstatement as provided in chapter 73.16 RCW, and WAC 357-31-370.

No adjustments are made to the seniority date, anniversary date, unbroken service date, vacation leave accrual rate, or periodic increment date while an employee is on paid military leave or a military leave of absence without pay or any combination thereof.

An employee whose spouse is being called into active duty will receive up to fifteen (15) days of unpaid leave in accordance with the Washington State Family Military Leave Act.

- J. **Domestic Violence-Victims---Employment Leave**. Employees will be granted domestic violence-victims employment leave in accordance with the Domestic Violence-Victims---Employment Act that became a new chapter in Title 49 RCW effective April 1, 2008.

- K. **Administrative Leave.** If the Employer determines that it is in the best interest of the District, its employees and/or students to remove an employee from the workplace during an investigation, the employee shall be placed on administrative leave without loss of pay and benefits.
- L. **Attendance Incentive Program - Annual Conversion.** Provided that RCW 28A.400.210 is valid and in effect, any employee who at the end of the 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, regular daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the District payroll officer during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable regulations.

The goal of this program is to reduce absenteeism. Accordingly, continuation of this provision shall be subject to evidence that the program is cost effective.

- M. **Attendance Incentive Program - Conversion Upon Retirement or Death.** Provided that RCW 28A.400.210 is valid and in effect, any employee who separates from District employment due to retirement or death during or at the conclusion of a school year may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of one (1) day's current compensation of the employee for each four (4) full days of accrued sick leave. No more than one hundred eighty (180) accrued sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable regulations.

The goal of this program is to reduce absenteeism. Accordingly, continuation of this provision shall be subject to evidence that the program is cost effective.

N. **Notice.**

1. When an employee must be absent due to a disability arising from an unexpected illness or injury, the employee must notify the supervisor prior to the scheduled start of the shift. Failure to do so may result in loss of pay and benefits.
2. In cases of planned absences, such as those resulting from a scheduled surgery or childbirth, the employee must notify the supervisor as far in advance as possible. In cases of planned absences of five (5) workdays or longer, physician's certificate giving the approximate dates the absence will begin and end is required. While the employee is still working, the District may require the employee to provide a certificate from the employee's physician indicating that the employee is physically capable of performing the normal assigned tasks.
3. To remain in good standing during a period of extended illness, the employee will be required to inform the supervisor on a regular basis (bi-weekly) of the status of his/her condition with a written report from the attending physician.
4. An employee who is absent from work on a temporary disability leave for more than one (1) week but less than thirty-one (31) calendar days may return by notifying the immediate supervisor of intention to return to work one (1) full workday prior to returning from any absence. The District may, at its discretion, request the employee to provide a written statement from a physician certifying the fitness of the employee to fulfill the employee's

normal duties. The District may, at its discretion, require a second written medical opinion from a physician, mutually agreed upon by the employee and the District, certifying the fitness of the employee to fulfill the employee's normal duties. Such statement shall be submitted upon return to work.

5. An employee who is absent from work on a temporary disability leave for more than thirty (30) calendar days may return after giving the District seven (7) calendar days' prior notice of the desire to return to work. The District may, at its discretion, require the employee to provide a written statement from a physician certifying the fitness of the employee to fulfill the employee's duties. The District may, at its discretion, require a second written medical opinion from a physician, mutually agreed upon by the employee and the District, certifying the fitness of the employee to fulfill the employee's normal duties. Such statements shall be submitted upon return to work.
6. An employee who desires to return to work from a leave of absence or child care leave shall make written application to the Board of Directors through the Superintendent or designee for reinstatement. Such application should be made as soon as the requested date of return is known, but in any event, no later than twenty-one (21) calendar days prior to the expiration of such leave or the requested date of return to work, whichever is earlier. In the case of leave because of ill health or temporary disability, the application for reinstatement must be accompanied by a written statement from a licensed physician stating that the employee is able to perform his/her normally assigned duties.

In the event an employee who has been granted a leave of absence does not make application to return to work at least twenty-one (21) calendar days prior to the expiration of such leave, the employee shall forfeit all rights to reinstatement of employment with the District.

In the event an employee who has been granted a leave of absence or a child care leave submits an application to return to work prior to the scheduled termination of such leave, the District shall have total discretion in regard to reinstatement prior to the scheduled date of reinstatement.

7. An employee returning to work from a leave will be assigned to the position occupied before the leave of absence or child care leave or to a position of similar status and compensation. An employee hired to fill a position held by an employee on leave will be subject to all rights and duties contained in this Agreement.
8. An employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence or child care leave. However, vacation credits, sick leave, seniority, and other benefits shall not accrue while the employee is on leave of absence or child care leave.

O. **Leave Sharing.** Leave Sharing will be available consistent with Board policy and state law.

P. Health insurance and other insurance benefits provided through the District shall remain in force for the initial twelve (12) weeks of health leave, family leave and child care leave, inclusive of any compensated leave, provided the District may recover the cost of insurance premiums if the employee fails to return from such leave. For the remainder of the period of uncompensated leave, health insurance and other insurance benefits provided through the District may remain in force throughout the leave period, at the employee's discretion, by the employee submitting to the District the monthly premium in advance of each payment due date, provided such continuation of benefits is allowed by the insurance carrier.

ARTICLE XI — HOLIDAYS

A. Employees will be granted the following holidays without loss of pay:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	The Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

B. When a holiday falls on Saturday, the day previous (Friday) will be considered a holiday, provided school is not in session on that day. When a holiday falls on Sunday, the day following (Monday) will be considered a holiday, provided school is not in session on that day. Should school be in session, another day during the year may be mutually designated for released time at the rate of one and one-half (1½) time for the holiday worked. In the event a mutually agreeable date is not designated, the employee will be compensated for the holiday at the rate of one and one-half (1½) the regular rate of pay.

ARTICLE XII — VACATION

A. Each regular full-time employee (2080 hours annually) shall earn vacation according to the following schedule:

Zero through two years continuous service	—	13 days annually
Three through seven years continuous service	—	17 days annually
Eight through twelve years continuous service	—	22 days annually
Thirteen or more years continuous service	—	25 days annually

Annually, the District will front-load each employee's vacation, provided if an employee terminates, his/her vacation will be pro-rated to reflect actual vacation earned.

During the first year of employment, vacation shall be pro-rated provided that a regular employee hired between March 1 and the end of the fiscal year shall not receive any credit toward vacation longevity.

B. Seniority shall prevail if there is a conflict among employees in regard to requested vacation time.

C. The District and employees will cooperate to the fullest extent possible to attempt to provide employees with requested vacation dates. A minimum of a 24 hour notice will be required for the requested vacation day(s). Anyone requesting ten (10) consecutive days of vacation shall obtain prior approval from the Department Manager a minimum of five (5) work days before the requested leave. Seniority shall prevail when more than one person is requesting the same time.

Any exceptions to this section are at the discretion of the Department Manager. Employees shall not be assigned specific vacation dates by the District.

- D. Any new employee who resigns before the beginning of a new fiscal year forfeits any accumulated vacation he/she has earned.

Employees will have the right to accumulate (bank) vacation up to a maximum of one-half (½) the eligible vacation each year, provided that no employee shall begin any new fiscal year with more than fifty (50) days of accumulated vacation. The most recent vacation day(s) earned will be the first vacation day(s) used.

No employee shall have the right to use more than thirty-five (35) vacation days during any fiscal year.

- E. Upon termination of employment by reason of death or retirement under the Public Employee's Retirement System, the employee or his/her estate may elect to be paid for accumulated vacation in an amount not to exceed thirty (30) days, or such lesser amount as may be necessary so that the District avoids any attendant financial penalty or other legal constraint.

Employees who are scheduled less than a full year shall receive pay in lieu of vacation. Pay in lieu of vacation shall be added to the employees work year as compensated days. Should an employee move from a position that accumulates vacation to a position that does not accumulate vacation, he/she shall be paid for accumulated vacation in an amount not to exceed thirty (30) days.

Those employees who resign or leave the District without a fourteen (14) calendar-day notice in writing, will forfeit any vacation rights, except in cases of staff reduction wherein the employee has been notified that he/she will not be rehired for the ensuing school year.

ARTICLE XIII — TERMINATION OF EMPLOYMENT

- A. **Resignation/Discharge.** If the employee desires to quit or if the District desires to discharge any employee, fourteen (14) calendar day notice, in writing, thereof shall be given to the other party; provided however, that the District is not obliged to give such notice in any case where the employee is discharged upon grounds of immorality, intoxication, or similar misconduct.
- B. **Layoff/Reduction in Hours.**
1. **Layoff Provision — Guidelines.** Every effort will be made to allow a reduction in the workforce to occur through normal attrition, which will include resignation and retirement. Should the District decide it is necessary to reduce hours or discontinue a position or positions, the following guidelines will be observed:
 - a. The number of employees to be laid off or reduced in hours will be established by the District in consultation with the Union Representative and Union President.
 - b. Before actually implementing a layoff, the District shall first consider volunteers for layoff.

- c. The District will notify the Union of proposed layoffs prior to submitting a recommendation to the Board of Directors for approval of such layoffs.
 - d. Staff reduction will be determined on the basis of total District seniority in all groups listed in Appendix 1 covered by this collective bargaining agreement. Layoffs or a reduction in hours shall begin with the employee with the least seniority in the group to be affected by layoff/reduction. Groups are defined in Appendix 1.
 - e. Seniority will be defined as total continuous years of service within the District in all groups listed in Appendix 1 covered by this collective bargaining agreement. Neither outside experience, in-district substitute experience, nor in-district experience outside this bargaining unit will count for purposes of calculating seniority.
 - f. When a choice is made between two or more employees with equal seniority, selection will be made on qualifications, and when qualifications are relatively equal as determined by the District the selection will be made by lot. Lot selections may be observed by both parties - the Union representative and management representative.
 - g. Affected employees will be notified of layoff or reduction of hours, in writing, no less than thirty (30) calendar days prior to the date of layoff or reduction.
2. **Bumping Under Layoff.** Those employees who do not have an assigned position by reason of job elimination through staff reductions may use seniority for purposes of bumping less senior employees, provided the employee possesses the qualifications to perform the job responsibilities within ninety (90) days of training provided by the District, with the following limitations:
- a. No employee shall be permitted to bump into a higher job classification.
 - b. Seniority only as defined in this Article may be used for purposes of bumping.
 - c. Employees will receive the salary applicable to the job title in which he/she is employed after bumping.
 - d. Employees reassigned under bumping shall retain all District experience credit for salary purposes.
3. **Recall.**
- a. When vacancies occur, individuals who have been bumped into a lower job title shall be offered employment at their previous level prior to the recalling of individuals who have been laid off. Such employment offers shall be on the basis of seniority. Any employee who refuses employment at a level previously held shall forfeit all rights to any further such offers.
 - b. When laid off, an employee shall within twenty (20) calendar days make application for rehire, and shall notify the District Human Resources Division in writing of continued interest in re-employment every one hundred eighty (180) calendar days in order to retain his/her rehire rights pursuant to this Article.

- c. Employees who are laid off from District employment will retain their seniority rights for a period of two (2) years.
- d. Recall to job openings will be based on seniority.
- e. An employee who refuses an offer of re-employment in a classification covered by this bargaining agreement shall forfeit all re-employment rights under this Article.
- f. All re-employment rights under this Article shall terminate two (2) years from the date of layoff.

ARTICLE XIV — SALARY SCHEDULE

Without endeavoring to prejudge future developments, the parties acknowledge that the salaries provided for will require the expenditure of substantial District resources and may possibly entail a reallocation of priorities with an attendant impact upon elements of the overall educational program, including possible reductions in staffing levels.

- A. **Salaries.** Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Appendix 1 of this Agreement.
- B. Job classifications and salary schedule are appended to this Agreement.
 - 1. Assistant foreman positions, scheduled as such, shall apply to employees who temporarily or permanently manage a minimum crew of two (2) or more employees. Merit assignments shall be expressly noted to be distinguished from assistant foreman position assignments, and this salary may be granted to employees solely on the basis of merit but shall be assigned at the discretion of management.
 - 2. Employees under supervision in the maintenance, grounds, mechanics, and journeyman classifications perform a variety of semi-skilled and skilled work as assigned in the maintenance and repair of all buildings and grounds, equipment in these buildings and related work as required and do all phases of work related to respective department (grounds, mechanical, and carpentry).
- C. An employee classified in Groups 1, 2, 3, 4, 5, 6, or 7 who is assigned to a swing shift will receive three percent (3%) more than the regular wage rate of such classification.

When a qualified employee is assigned to perform the duties of asbestos inspection or abatement pursuant to 40.CFR.763 (Federal Register), or the removal and/or replacement of refrigerant, or when an employee holds a valid pesticide applications license and while applying pesticides, such employee will receive three dollars (\$3.00) more per hour than his/her regular hourly wage rate for the performance of such duties.

When a qualified employee is assigned to remove and/or replace refrigerant, such employee will receive three dollars (\$3.00) more per hour than his/her regular hourly wage rate for the performance of such duties.

When a qualified employee who holds a valid CDL is assigned the work that requires a CDL, such employee will receive four dollars (\$4.00) more per hour than his/her regular hourly wage.

When a qualified employee who holds valid certifications for backflow is assigned backflow duties will receive three dollars (\$3.00) more per hour than his/her regular hourly wage rate for the performance of such duties.

When a qualified employee is assigned to maintain fire extinguishers to be legally compliant, such employee will receive one dollar (\$1.00) more per hour than his/her regular wage rate for the performance of such duties.

Mechanics who receive ASE certifications that are relevant to their current work assignment, as approved by their supervisor, will receive thirty cents (\$.30) premium added to their hourly wage rate for each certification received. Foremen shall not be eligible for the ASE certification premium.

Annual Salary is based on a 260 compensated day work year.

- D. Between January 1 and March 31, for the duration of the contract, the District and the Union shall ascertain the average total compensation (wages, vacation, holidays, and personal leave) paid to the current Maintenance Trades benchmark positions of school districts that have the same funding regionalization factor as Edmonds School District. For the 2019-2022 contract years those districts are: Bellevue, Issaquah, Kent, Lake Washington, Marysville, Northshore, and Renton. For the 2022-2024 contract years, those districts would be Bellevue, Issaquah, Kent, Lake Washington, Marysville, Northshore, and Shoreline. The District and the union shall use the highest longevity steps for the comparison districts when determining the average wage rates. As a result of this study, if the wages of a classification group (structural, mechanical, grounds, mechanics) are below the average wage for that group, then the wages shall be adjusted September 1 in a manner mutually agreed to by the Union and District.

Should the Legislature authorize an inflationary adjustment for any school year during the contract term, the Salary Schedule contained in this Collective Bargaining Agreement shall be adjusted by the same percentage effective September 1 of the respective year.

- E. **Longevity Pay.** The Union and the District agree to replace longevity stipends with longevity applied to hourly rates. Full time employees who have worked for the District for at least ten (10) through fourteen (14) years will be compensated at the hourly rate plus \$0.10. Full time employees who have worked for the District for at least fifteen (15) through nineteen (19) years will be compensated at the hourly rate plus \$0.25. Full time employees who have worked for the District for at least twenty (20) years will be compensated at the hourly rate plus \$0.50. Eligibility for longevity pay will be measured and begin on September 1st of each year.

Longevity will be increased throughout the length of this agreement in the following manner. In 2020-21 at least ten years through fourteen years will increase to \$0.15 per hour and at least fifteen years through 19 years will increase to \$0.30 per hour. In 2022-23 at least ten years through fourteen years will increase to \$0.20 per hour and at least fifteen years through nineteen years will increase to \$0.35 per hour.

- F. **Personal Leave Cash Out and Attendance Incentive Pay.** Employees upon request may cash out up to two (2) of their earned personal days annually. Days must be sold back in half day (four hour) or full day (eight hour) increments only. Request for cash out of unused personal leave days must be submitted to Payroll on the designated form by June 30th of each year. Payment for the requested cash out will occur on the August payroll. An employee who cashes out both Personal

Leave Days and has not used any unpaid leave prior to the June 30th submission of the designated form will also be paid the equivalent of one vacation day that will also be paid on the August payroll.

ARTICLE XV — STANDARDS

- A. It is agreed that supervisors will not use tools of the trade except, (1) when used for purposes of instruction or, (2) in cases of emergency when the appropriate tradespersons have been contacted and are not available to respond to the emergency call.
- B. **Employee Development and Training.** The District shall make available the amount of \$7,500 in each year of the Agreement for the purpose of employee development and training. Unused funds may be carried over one year.

A committee of District and employee representatives shall administer the fund. The committee shall establish guidelines and timelines for the use of the fund.

Employees who wish to participate in staff development and training activities shall submit a request to the committee which shall review and approve or disapprove each request. Approval or disapproval of such request shall be at the sole discretion of the committee.

Payments for tuition, registration, books, material, and equipment from the fund shall be made in accordance with prescribed District procedures.

The committee shall be provided with reports on usage and balance upon request, and shall conduct a year-end review of usage and balance carry-over in August of each year.

- C. **Subcontracting.** No permanent employee's regular hours of work will be reduced as a result of the District's subcontracting practices.
- D. **Labor Management Committee.** A joint Labor Management Committee shall be established. The Committee shall consist of representatives from the Employer and the Union. The Union may select up to six (6) representatives, and the Employer may identify up to six (6) non-bargaining unit representatives. The purpose of the Committee shall be to meet and discuss topics of mutual interest regarding contractual items. These meetings will be scheduled during normal business hours. Employees shall suffer no loss of pay for time spent in meetings, provided no overtime will be paid.
- E. **Bargaining Committee.** For the purposes of contract negotiations the union may select up to six (6) representatives and the Employer may identify up to six (6) representatives. Each group will identify their bargaining committee members prior to the first session of each bargain.

ARTICLE XVI — HEALTH INSURANCE

- A. **Pre-SEBB.** The following Health Insurance terms shall apply from the effective date of this Agreement through December 31, 2019. The District shall contribute to each full-time employee (for the purpose of calculation of insurance benefits only, 1440 hours per year is considered a full-time employee) the maximum State insurance benefit allocation per month for allocation by the employee for Employer-approved insurance plans. An employee who works less than full-time

shall be eligible for a pro rate share of the allocation on an FTE basis. The State insurance benefit allocation is eight hundred twenty dollars (\$843.97) per month.

The Employer shall make a monthly contribution of \$100 over the State insurance benefit allocation.

1. All employees are required to participate in Dental, Life Insurance, Long Term Disability and Vision. The order of payment for insurance premium costs will be:
 1. Dental
 2. Life Insurance
 3. Long Term Disability Insurance
 4. Vision
 5. Medical
 2. The unspent balance from Section A. will be pooled among eligible District-wide employees for payment of approved insurance premiums listed in Sections A.1 through 5. Other insurance plans available through the Employer will not be eligible for inclusion in the pool.
 3. If the District insurance contribution, including any contribution from the pool, is insufficient to pay the cost of an employee's insurance premiums, a salary deduction will be made to cover the difference.
 4. Additional insurance program(s), beyond those currently offered for members of this bargaining unit, will be subject to approval by the District and the Union.
 5. Pursuant to RCW 28A.400.275, the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that the above insurance agreement is for a term of one year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party or the other prior to May 1 of each year.
- B. **SEBB.** Effective January 1, 2020, employees will receive health benefits as provided for by the State Employee Benefits Board (SEBB) program and state law, with funding, employee contributions, and administration terms and conditions as determined by that program or state law. Per Article XVII – Savings Clause, in the event of a change in state funding either party shall have the option to reopen this Agreement.

ARTICLE XVII — SAVINGS CLAUSE

It is the intention of the parties hereto to comply with all applicable provisions of the state and federal law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of final jurisdiction. In such event, either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

The parties recognize that the District's funding sources and financial resources can erode over time. That in turn can call for District consideration of operational changes and/or financial adjustments. Accordingly, the parties agree that, in the event of financial distress that may warrant modification of the Agreement, they will upon request enter into good faith negotiations over the impact of the financial distress, with a view to potential modification of the Agreement.

In the event of a change in state funding, changes in local levy authority as a result of state legislative actions, changes in how levy funds may be spent, or double levy failure, either party shall have the

option to reopen this Agreement to negotiate the provisions of the Agreement. Such reopening shall be in writing. Within ten (10) days of such notice, the parties shall begin negotiations on an expedited basis.

ARTICLE XVIII — LENGTH OF AGREEMENT

This Agreement, when adopted by the Board of Directors - Edmonds School District, shall become effective September 1, 2019 and shall remain in force through August 31, 2024. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

Except to the extent violative of the law, the parties agree that all terms and conditions of this Agreement shall expire as contractual commitments at the Agreement's stated expiration date, notwithstanding the provisions of any law which hereafter may be enacted.

It is understood that this Agreement represents the total of negotiations and agreements for the life of this Agreement and both parties agree that no subsequent negotiations shall take place during the life of this Agreement, unless mutually agreed upon by both parties.

EDMONDS SCHOOL DISTRICT NO. 15

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 925**

By: //Mark Roschy//
Mark Roschy, HR Director, Classified

By: //Linda M. Wright//
Linda M. Wright, Organizer Representative

Date: October 2, 2019

Date: October 2, 2019

APPENDIX I – MAINTENANCE TRADES EMPLOYEES SALARY SCHEDULE**September 1, 2019 through August 31, 2020**

	Hourly Rate 0-9 Years	Longevity Years 10-14	Longevity Years 15-19	Longevity Years 20+
Group 1				
Helper Position (for any classification)	\$26.75	\$26.85	\$27.00	\$27.25
Group 2 (Grounds)				
General Grounds Technician	\$28.48	\$28.58	\$28.73	\$28.98
Group 3				
Heavy Equipment Operator Irrigation/Pesticide Technician	\$29.63	\$29.73	\$29.88	\$30.13
Group 4 (Structural)				
Building Preventative Maintenance Technician Carpenter/Cabinetmaker Carpenter/Rofer Glazier Inventory Control Assistant Locksmith Painter Shop Equipment Repair Technician	\$33.51	\$33.61	\$33.76	\$34.01
Group 5 (Bus Mechanics)				
General Mechanic General Mechanic/Preventative Maintenance Technician Inventory Control Specialist Mowing/Grounds Equipment Mechanic Transportation Preventative Maintenance Technician	\$33.66	\$33.76	\$33.91	\$34.16
Group 6				
Computer Repair Technician	\$35.54	\$35.64	\$35.79	\$36.04
Group 7 (Mechanical)				
Boiler Mechanic Data and Cabling Technician Electrician Electronics Technician HVAC Technician Plumber Welder/Metal Fabricator	\$39.35	\$39.45	\$39.60	\$39.85

Assistant Foreman*\$1.90 per hour above the highest paid employee who they lead.*

Grounds	\$30.38	\$30.48	\$30.63	\$30.88
Structural	\$35.41	\$35.51	\$35.66	\$35.91
Mechanics	\$35.56	\$35.66	\$35.81	\$36.06
Mechanical	\$41.25	\$41.35	\$41.50	\$41.75

Foreman (for any classification)				
<i>\$0.70 per hour above the day shift Assistant Foreman rate for Group 7.</i>	\$41.95	\$42.05	\$42.20	\$42.45
Swing Shift Differential		3%		
Casual Hourly Skilled Journeyman Rate: Paid at appropriate Maintenance Trades rate for a period not to exceed 90 calendar days (followed by a thirty (30) day layoff).				
See Article XIV, Section E for details on longevity increments.				

APPENDIX 2 — PROCEDURE FOR ASSIGNING TRANSPORTATION EMPLOYEES TO TEMPORARY ASSISTANT FOREMAN ASSIGNMENTS

1. The Pupil Transportation Program Director and the Leadership Team of the Transportation Shop recognize that shop employees are concerned about how they can become eligible for temporary Assistant Foreman assignments.
2. The Program Director of the Pupil Transportation Program is ultimately responsible for the Pupil Transportation Program, which includes the vehicle maintenance shop and thus is a resource regarding management and leadership issues.
3. The Transportation Shop Leadership Team is made up of the Transportation Shop Supervisor and the two Assistant Foremen, who are members of the same SEIU Local as those wishing to be assigned.
4. Once a year, in September, the Leadership Team will provide the opportunity for shop employees to express interest in being considered for temporary Assistant Foreman assignments.
5. The Leadership Team will provide for all vehicle maintenance employees the criteria used to determine who might be assigned as a temporary Assistant Foreman.
6. The criteria will include, but is not limited to:
 - a. Must be able to perform their regular duties in addition to the temporary Assistant Foreman assignment. This means that the employee being considered should be up-to-date on their daily work.
 - b. The knowledge and ability to order, track, and receive vehicle maintenance parts using the computer and the District's Fleet Management System.
 - c. The ability and proven track record of making good decisions regarding priorities, scheduling of work and the handling of emergency situations.
 - d. Must be flexible regarding working varied shifts and calls to report to work on short notice.
 - e. Must be able to communicate well with fellow employees, other department employees and vendors.
 - f. Must show initiative to learn and be dedicated to improving their leadership skills. This could include enrolling in appropriate schooling.
7. There is a provision in the current Collective Bargaining Agreement for employees to apply for funding to support their enrolling in school.
8. The Leadership Team will provide counseling and training to help interested employees to become better qualified to receive temporary assignments.
9. The Leadership Team confers to determine who best meets the criteria and then the Shop Supervisor makes the assignment.
10. No employee is guaranteed assignments as a temporary Assistant Foreman.
11. The Leadership Team's intent is to assign a qualified person to fill in for an Assistant Foreman. On occasion, a less qualified employee may be given the opportunity to gain some experience under the direct supervision of the Shop Supervisor.