AGREEMENT

Between

EDMONDS SCHOOL DISTRICT No. 15

and

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 925

CUSTODIANS, FOOD SERVICE DRIVERS, AND
WAREHOUSE EMPLOYEES

Edmonds
School District

LOCAL 925
SEIU
Stronger Together

September 1, 2023

Through

August 31, 2027

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SERVICE EMPLOYEES' INTERNATIONAL UNION

LOCAL 925

CUSTODIANS, FOOD SERVICE DRIVERS AND WAREHOUSE EMPLOYEES

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 (Employer) and the Service Employees' International Union, Local 925, Custodians, Food Service Drivers and Warehouse Employees.

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

ARTICLE I — RECOGNITION

The Employer recognizes the Service Employees' International Union, Local 925, hereinafter called the Union, as the exclusive bargaining agent for all custodians, food service drivers and warehouse employees in the Edmonds School District No. 15, except administrators and supervisors as defined under the National Labor Relations Act, as amended.

Substitute employees shall only be covered by the provisions of this document where they are expressly noted.

ARTICLE II — DEFINITIONS

A. The term "employee" shall be defined as a person covered by this Agreement.

B. The term "regular employee" shall be defined as a person covered by this Agreement who is employed by the District on a regular basis.

C. The term "substitute" shall be defined as a person who is employed on a temporary, hourly basis to substitute for a regular employee.

D. The term "seniority" shall be defined as total continuous years of service within the District as a regular employee.

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ARTICLE III — NO STRIKE

The Union and the Employer agree that there will be no strikes, slow-downs, or work stoppages and no lockout during the term of this Agreement.

ARTICLE IV — UNION RIGHTS

A. **Dues**

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 District by the first working day of the month in which dues will be deducted from the employee's pay.

On September 1 of each contract year, the Union shall provide a full and complete list of bargaining unit employees who are current members of the Union to the District and shall provide updates, additions, and changes in membership status to the District as soon as practical, but at least monthly.

Upon request for verification, payroll deduction authorization cards shall be submitted to the District from the Union showing amounts to be deducted and the employee's signature.

B. **Union Leaders and Shop Stewards**.

1. The Union shall be permitted thirteen (13) shop stewards who shall be the Union's representatives on the job. Union duties and Union activities of the shop steward(s) shall not in any way interfere with the shop stewards' work for the Employer.

2. An employee may request the advice and assistance of a union leader or shop steward for the purpose of filing and resolving a grievance.

3. Union leaders and shop stewards shall not be subject to discrimination for their acts as the Union's representatives on the job. The Union's representatives shall be the only ones to take up with the Employer and his/her representative any alleged violation of this Agreement. Under no circumstances shall any union leader or shop steward interfere with the orderly processes of the Employer.

4. In carrying out the above-cited activities, union leaders or shop stewards shall not in any way hamper or obstruct any employee's normal work.

5. **Employees as Union Representatives: District Directed**. Employees acting as union representatives at district directed meetings shall be released from work duties with pay to attend when such meetings are held during normal working hours.

   Employees as Union Representatives: Union Directed. Shop stewards, section officers, and Union officers shall be allowed time off, without pay deduction, to attend Union sponsored activities, including those described in number 6 below, to a maximum of one hundred twenty (120) hours in the aggregate during each school year, provided:

   a. Application for such leave is made in a timely and appropriate fashion.

   b. Substitute employees are available.

   c. No more than two (2) employees shall be granted leave on any one (1) day. Appeals for additional employees will be reviewed by the Supervisor and Human Resources.

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d. The Union assumes the costs of substitutes for such time.

6. Per RCW 41.56.037, the District will provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the employer and the exclusive bargaining representative.

   No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative. Reasonable access for the purpose of this section shall mean:
   - Access to the new employee occurs within 90 days of the employee's start date.
   - Access while the new employee is paid by the employer is for 30 minutes.
   - Access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.

   The Union will designate in writing by September 1st of each year up to three (3) unit members who will be pre-approved to utilize the union business leave described above for the purpose of this provision.

C. The Union shall be afforded representation on District committees where employee groups are represented.

D. 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.

E. **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 and lists of current union leaders contact information 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.

F. **District Mail/E-Mail Usage**. 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 Custodial, Food Service, and Warehouse Supervisors, for prior approval and to the Superintendent's office, at the time of distribution. The District e-mail system may be used to direct members to union links.

   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.

G. **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.

H. **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

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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) may 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 conducts involving a minor.
- Last Chance Agreement.
- Unpaid Suspensions

I. **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.

J. **COPE Contributions (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. Any deductions for political contributions subject to RCW42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time, as stated in the content of the authorization card.

K. **Indemnity and Hold Harmless**
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 V — MANAGEMENT RIGHTS

The management of the employee and the direction of the work force is vested exclusively in the Employer, 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 Employer in accordance with such policy or procedure as the Employer from time to time may determine.

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Management officials retain the right and obligation, according to the Employer's Board policy, to do the following as enumerated below:

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 effecting changes in personnel practices that are of concern to employees within the unit.

ARTICLE VI — GRIEVANCE PROCEDURE

Shop Steward. The Union shall be permitted shop stewards pursuant to the terms of this Agreement 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 at the first step of the grievance procedure.

A. **Procedure**. Grievances between the Employer 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 employee shall first discuss the grievance with his or her immediate supervisor within 10 working days of the time the grievant became knowledgeable of the alleged violation. 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 sentences of this section shall be deemed invalid and not subject to further processing.

Step 2--Supervisory 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:

a. The facts upon which the grievance is based (including the date of occurrence).

b. Reference to the specific article(s) and/or section(s) of the Agreement alleged to have been violated.

c. The remedy sought.

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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 ten (10) working days of the Informal Discussion in Step 1 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 thereafter 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.

a. **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 b. (Selection of Arbitrator--American Arbitration Association) shall apply to the selection of an arbitrator.

b. **Selection of Arbitrator--American Arbitration Association**. In the event an arbitrator is not agreed upon as provided in a. above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) 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 seven (7) 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 for the panel shall be determined by lot.

c. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

d. 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 Employer and the Union. All other costs will be borne by the party incurring them.

e. 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.

f. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of the Agreement.

g. 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/her judgment for that of the Employer where the Employer has discretion by the terms of this Agreement.

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

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C. **Grievance Requirements**. The reference to "party" or "parties" within the Grievance Procedure shall mean the Employer 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 VII — EMPLOYMENT CONDITIONS

A. **Probationary Period**. New employees shall remain in a probationary status for a period of not more than ninety (90) work days. During the probationary period, the retention of the individual shall be solely and entirely within the discretion of the Employer.

An extension of the probationary period may be established in writing by the Employer and shall state the reasons for such extension and the length of the extended probationary period. The Employer shall have sole discretion in regard to an extended probationary period should the employee or the Union request an extension.

The Employer will inform the employee of the starting date of the probationary period. After satisfactory completion of the probationary period, the employee will be hired on a regular basis.

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

B. **Assignment.**

1. All assignments shall be made by an administrative representative of the Employer.

2. An employee may be reassigned to a vacant position, provided any employee who is involuntarily reassigned shall receive an explanation setting forth the reason(s) for the reassignment.

3. A regular employee raised or lowered from one grade to another will take a corresponding position on the salary schedule beginning the first day in the new assignment.

4. A food service driver who is scheduled to work less than a full year and who is hired in a supplemental position shall be paid at the appropriate rate, based on the salary schedule for such supplemental assignment.

5. When a regular employee serves in more than one classification, he/she shall be paid at the appropriate rate for each classification, prorated in accordance with the portion of time spent in each classification.

6. Upon request, a representative of the Employer will discuss and confer with employees in regard to changes in job responsibilities.

7. Regular employees whose in-District assignment changes to a classification other than those covered by this Agreement shall retain their seniority under this Agreement for one (1) calendar year.

C. **Transfer**. Open positions shall be posted for transfer as soon as possible upon receipt of department notification to Human Resources. If no one applies for or has accepted the transfer, the position

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shall be posted for selection of a regular employee, or about thirty (30) days following the original notification to Human Resources. When posting the position, the Employer shall follow the procedures as outlined in Article VII, Section D.

1. Whenever a custodial position becomes vacant, prior to becoming an open position, it shall be posted for transfer for a minimum of five (5) working days as a transfer opportunity. Regular custodial employees who are currently assigned to the same classification as the vacancy and who have successfully completed probation shall be eligible to apply. The Employer shall consider each employee's seniority, work experience, performance, evaluations, and ability to satisfactorily perform the duties and responsibilities of the vacant position. Seniority shall be the deciding factor if all other factors are equal.

2. The employer shall be under no obligation to laterally transfer a custodian to a similar position unless the employee has been in and satisfactorily performed the requirements in his/her existing position for at least fifteen (15) months and has met all other requirements.

3. Whenever a driving position becomes vacant, prior to becoming an open position, it shall be posted for a minimum of five (5) working days as a transfer opportunity. Regular drivers who are currently assigned to the same classification as the vacancy and have successfully completed probation shall be eligible to apply. The Employer shall consider each employee's seniority, work experience, performance, evaluations, and ability to satisfactorily perform the duties and responsibilities of the vacant position. Seniority shall be the deciding factor if all other factors are equal.
4. If there are no transfer applicants interested in the vacant position, or if the Human Resources Division determines that none of the employees requesting transfer can satisfactorily perform the duties and responsibilities of the vacant position, then the position shall be considered open and shall be filled according to Section D below. Any employee not selected for transfer shall, upon request, be sent a letter enumerating and explaining the reasons for their not being selected for the transfer.

5. Selection of a regular employee for the position shall be made within sixty (60) days after the original receipt of the notification by Human Resources.

D. **Open Positions**.

1. **Entry Level**. Open positions in Classification 1 shall be considered entry level positions and shall be filled at the discretion of the Employer. Open entry-level positions will be posted both internally and externally for at least five (5) days. During this posting period, substitute employees who are covered by this Agreement will be eligible to apply. Interviews will be prioritized for substitutes who complete the application process.

2. **Food Service and Warehouse Truck Driver.** Open positions in the Classification of Food Service Truck Drivers and Warehouse Truck Drivers shall be subject to the following procedure. Substitute drivers who complete the application process shall have their interviews prioritized over other applicants.

3. **Promotion**. Open positions vacated for any reason in Classifications 2 through 7, or newly created positions in the bargaining unit shall be subject to the following procedure:

    a. When there is an open position in any of these classifications, a Position Announcement shall be distributed to all work sites for a minimum of six (6) workdays. A copy of such announcement shall be sent to the Union. All such announcements shall be in compliance with the Employer's Affirmative Action Policy referred to in this Agreement. Position announcements shall list eligibility requirements, qualifications and other characteristics required for the position.

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b. Regular employees desiring to make application for an open position shall apply in the manner prescribed in the Position Announcement.

c. Selection of a regular employee shall be the responsibility of the Employer based on work experience, performance, evaluations, and seniority as they relate to the eligibility requirements, qualifications and other characteristics listed on the Position Announcement. When two or more applicants are equally qualified, seniority shall be the deciding factor.

d. The Employer's Human Resources Division shall be responsible for monitoring this promotional process.

e. Upon request, any applicant who is more senior than the selected applicant shall be notified of such fact in writing.

f. A regular employee promoted to a position in any of the classifications listed above shall retain rights to their previously-held position for a period of not more than twenty (20) work days from the date of the promotion. If the District believes it is in the best interest of the employee or the District, the employee may be reassigned to their previously held classification within sixty (60) work days from the date of promotion.

E. **Nondiscrimination Policy**. There shall be no discrimination against an employee by reason of race, color, national origin, religion, gender, sexual orientation, age, disability or marital status, except as may be necessary to meet bona fide occupational qualifications as identified in the Employer's Affirmative Action Policy. It is the intention of the parties to this Agreement that the policy shall be administered and applied in a nondiscriminatory manner.

F. **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 Employer, include driving Employer vehicles.

2. The Employer periodically will provide employees with reminders, training, and/or instruction concerning the safe operation of motor vehicles.

3. An employee shall, upon periodic request by the Employer and as a condition of continued employment, provide the Employer with a copy of his/her valid Washington State driver's license. (Execution of an authorization form directing release of an applicant's driving record by the State Department of Licensing to the Employer will be required of applicants for positions covered by the safe driving program.)

ARTICLE VIII — WORKING HOURS AND CONDITIONS

A. **Workweek**. Eight (8) hours a day, forty (40) hours a week.

B. Overtime. All time worked over forty (40) hours a week shall be paid at the rate of time and one-half. Beginning on September 1, 2022, all time worked over 8 hours a day or 40 hours a week shall be paid at the rate of time and one-half. Compensated holidays will count as hours worked towards determining eligibility for overtime pay within the week the holiday falls. No employee shall work overtime unless approved in advance by his/her supervisor. An employee shall be given advance notification when overtime is required, except in emergency situations. If an employee has been

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on compensated leave when he/she is called to provide overtime during an emergency situation, he/she shall be paid at the rate of time and one-half.

By October 1 of each year, Custodial Services will solicit employees interested in being placed on a list for assignment of overtime. The District will offer overtime to interested employees on the same site first before cycling through the list of interested employees.

C. **Work Schedules**.

1. All employees shall work a continuous hourly shift. Should a split shift be required, the next higher salary level shall apply.

2. 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.

3. Each employee is responsible for recording their time daily for time worked using the electronic time recording system.

4. Hours of work may be altered during non-school periods with reasonable notice.

5. Custodial and Warehouse Employees who work more than five (5) hours shall be entitled to a thirty (30) minute duty-free lunch period on their own time, if it is possible for them to leave their job. Food Service Drivers shall be entitled to a one (1) hour duty-free lunch period on their own time, if it is possible for them to leave their job. If any employee is required to remain on duty, or subject to call, there shall be no deduction for the meal period. The employee's supervisor 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.

   No employee will be required to work within twelve (12) hours of their last shift unless mutually agreed upon by employer and employee.

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

7. An employee who is required to travel from one work site to another in his/her private vehicle shall be compensated for such travel at the IRS approved rate. It is the employee's responsibility to complete and submit their travel reimbursement forms monthly.

8. No administrative representative or supervisor shall take the place of an employee, except in an emergency situation or during scheduled training days. Such administrative employee shall not substitute for a worker thus depriving an individual of a job. This applies to the regular shift and overtime conditions.

9. **After Hours Telephone Calls**. When an employee is called at home between 12:00 a.m. and 5:00 a.m. for work-related information, he/she shall receive actual time spent on each telephone call (rounded to the nearest fifteen [15] minute increments), paid at the rate of one and one-half times his regular rate.

D. **Hauling**. Employees who are approved to haul supplies or equipment with privately owned vehicles in performance of their work shall be reimbursed at the rate of twenty dollars ($20.00) per month and at the IRS approved rate.

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E. **Safety**. The Employer will make a reasonable effort to provide safe conditions as may be required under OSHA and WISHA. The employees shall work with their immediate supervisors and other appropriate departments to determine areas of concern and attempt to reach acceptable working conditions to meet particular agency standards.

F. **CDL Fees Reimbursement**. Employees whose positions require maintaining a CDL shall be reimbursed the cost of the required medical exam and the CDL renewal fee. Employees are required to submit receipts or other acceptable verification for reimbursement.

G. **Uniforms**. If uniforms are required by the Employer, they are to be furnished and maintained by the Employer.

H. **Skill-Improvement Classes/Workshops**. Employees who wish to participate in skill-improvement classes or workshops shall submit a comprehensive application to his/her supervisor who shall review and approve or disapprove each application. Approval or disapproval of such applications shall be at the sole discretion of the Employer.

Employees who apply for skill-improvement classes or workshops may request that the Employer provide any of the following:

1. Released time
2. Tuition reimbursement
3. Books

Any payment(s) for tuition and/or books which may be made shall be made only after satisfactory completion of the approved class(es) or workshop(s).

I. **Project Work.** Employees whose work year is less than two hundred sixty (260) days may be selected by seniority for alternate bargaining unit work, for which they are qualified, on non-scheduled work days at their regular rate of pay.

ARTICLE IX — 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 (18) with a health condition that requires treatment or supervision or as otherwise provided by state law or District Policy. Sick leave may be used for doctor or dental appointments when such appointments cannot be scheduled during non-work time. 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. Employees shall report their absence prior to the start of their shift and as soon as they know they will be absent.

2. **Accrual**.

   Regular employees shall be granted ninety-six (96) hours of sick leave for personal illness, emergency or injury each year. 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 work days or in the event of a pattern of regular absences exceeding

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three (3) days, provided that the certification requirement may not result in an unreasonable burden or expense on the employee.

4. **Emergency Leave**. One (1) day of emergency leave per year will be available to those employees who request the leave and qualify. This day shall be with pay, is 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.

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) calendar 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 Employer.

Returning to employment after health leave will be to a job of similar status and compensation, if such a position is available at the time. The Employer will have the option to fill the vacancy with a regular employee at the time the employee begins his/her health leave.

C. **Family Medical Leave.** Pursuant to the provisions of the Family and Medical Leave Act (FMLA), the district shall provide appropriate family and medical leave for eligible employees. The current 12 weeks of guaranteed unpaid leave provided by the 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 their 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 of Washington under the Paid Family and Medical Leave law (PFML) 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 contributions 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.

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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, 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 important personal business which cannot be performed reasonably outside the working day.

In addition to the preceding, the two (2) days of personal leave, or portion thereof, 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 Employer. 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/duty and one of the times is not in conflict with his/her normal workdays.

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1. 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 367-31-370.

2. 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.

3. 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 Employer 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 Pay and Personal Leave Cash Out**. Upon request, employees may cash out up to two (2) of their earned personal leave days annually. Earned personal days must be sold back in half day (four hour) or full day (eight hour) increments only and will be paid at the Custodian Substitute rate. 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 earned 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.

N. **Attendance Incentive Program--Conversion Upon Retirement or Death**. Provided that RCW 28A.400.210 is valid and in effect, any employee who separates from Employer 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.

O. **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.

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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 Employer 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 (at least every two weeks) 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 two (2) calendar weeks or less may return by notifying the supervisor of the intention to return to work one full work day prior to returning from any absence. Failure to do so shall result in a delay of one (1) day in the employee's return to work.

5. An employee who is absent from work on a temporary disability leave for more than two (2) weeks, but less than thirty-one (31) calendar days, may return by notifying the supervisor of the intention to return to work one (1) full workday prior to returning from any absence. The Employer 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 duties. The Employer may, at its discretion, require a second written medical opinion from a physician, mutually agreed upon by the Employee and the Employer, 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 is absent from work on a temporary disability leave for more than thirty (30) calendar days may return after giving the Employer seven (7) calendar days prior notice of the desire to return to work. The Employer 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 Employer may, at its discretion, require a second written medical opinion from a physician, mutually agreed upon by the employee and the Employer, certifying the fitness of the employee to fulfill the employee's normal duties. Such statements shall be submitted upon return to work.

7. 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 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.

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

Q. Health insurance and other insurance benefits provided through the District shall remain in force for the initial twelve (12) weeks of Family Medical 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

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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 X — HOLIDAYS

A. Employees will be granted the following holidays that fall within their work year without loss of pay:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving (Native American Heritage Day)
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

B. When a holiday falls on Saturday or Sunday, the day previous or following (Friday or Monday) will be considered a holiday only if school is not in session. Should school be in session, another day during the year may be designated or time added to vacation time, at time and one-half rate. Only regular employees shall be eligible for holiday pay.

C. Regular employees who are required to work on the above-listed holidays shall receive the pay due them for the holiday, plus the overtime rate for all hours worked on such holidays.

D. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have been compensated for their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday shall be eligible for pay for such unworked holiday.

ARTICLE XI — VACATIONS

A. Each regular employee who is employed 2080 hours annually shall earn vacation according to the following schedule:

Zero (0) through two (2) years continuous service	twelve (12) days annually
Three (3) through seven (7) years continuous service	seventeen (17) days annually
Eight (8) through thirteen (13) years continuous service	twenty-two (22) days annually
Fourteen (14) or more years continuous service	twenty-five (25) days annually

B. Regular employees who are employed less than 2080 hours annually shall earn vacation pay, in lieu of vacation on a pro rata basis to "A" above.

C. Rules for implementation of this Article:

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

2. During the first year of employment, vacation time or vacation pay shall be prorated provided that a regular employee hired between March 1 and the end of the fiscal year shall not receive any credit toward vacation longevity.

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3. All vacation shall be taken at a time that is mutually agreed to by the employee and his/her supervisor. If these parties are unable to agree the issue will be resolved by the appropriate Departmental Manager. Vacation arrangements and dates shall be made with the supervisor. No more than one (1) employee per building shall take vacation while school is in session.

4. A regular employee will be permitted to carry over vacation to the next fiscal year up to a maximum of fifty (50) days. Maximum vacation usage in any one (1) year will be twenty-seven (27) days. Time over fifty (50) days will be forfeited. One (1) employee at a site would be allowed an extended vacation in any one (1) year.

   Employees may be allowed to use more than twenty-seven (27) days of vacation in one (1) year. Requests for such use shall be made in writing directly to their Manager no later than thirty (30) days prior to when the leave would commence. The written request to the Manager shall include the length of time requested and the reason for requesting the exception. The Employer shall have sole discretion in regard to an extended vacation and the decision shall not be subject to the grievance procedure.

5. Upon termination of employment for any reason or when paying off accumulated vacation for any reason 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. When possible the District will develop a plan with the employee to reduce his/her vacation to ensure that reduction of vacation hours reach 30 days.

6. 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.

7. Those regular employees who resign or leave the Employer without fourteen (14) calendar days notice in writing will forfeit any vacation rights, except in case of notified reduction in force.

ARTICLE XII — TERMINATION OF EMPLOYMENT

A. **Resignation/Discharge**. If the employee desires to quit or if the Employer desires to discharge any employee, fifteen (15) calendar days notice, in writing, thereof shall be given to the other party; provided however that the Employer 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**. In the event that the Employer resorts to staff reduction, the following guidelines will be observed in selecting the personnel to be released from employment:

   a. The number of employees to be laid off or reduced in hours will be established by the Employer.

   b. Staff reduction will be determined on the basis of total Employer seniority in all classifications covered by this bargaining Agreement (layoffs or a reduction in hours shall begin with the employee with the least seniority).

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c. 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 Employer, the selection will be made by lot. Lot selections may be observed by both parties--the Union representative and management representative.

d. The District shall endeavor to meet with affected employees and provide written notification of layoff. If the parties are unable to meet in person, the District will send written notification via certified mail. Notification will be no less than thirty (30) calendar days prior to the date of layoff.

e. Following the written notification of layoff, the affected employees shall have five (5) work days to notify the Employer's Human Resources Division in writing of their intent to exercise their bumping rights as specified in Section B.2 below.

f. Employees who are laid off or reduced in hours under this Section will receive preference for substituting for a period of two (2) years from the date of the layoff.

2. **Bumping Under Layoff or School Closure**. Those employees who do not have an assigned position by reason of job elimination through school closure or other staff reductions may use seniority for purposes of bumping less senior employees with the following limitations:

a. Bumping shall be confined within the specific department (custodial, food service drivers or warehouse employees). Bumping shall not occur between/among these three departments.

b. No employee shall be permitted to bump into a higher job classification.

c. When an employee has been bumped from his/her present job title, he/she may, by reason of seniority, bump into a job title formerly held within the specific department as defined above, provided his/her seniority is greater than the employee in that job title with the least seniority, and provided the employee possesses the skill and qualifications to perform the job responsibilities.

d. Seniority only as defined in this Article may be used for purposes of bumping.

e. Employees will receive the salary applicable to the job title in which he/she is employed.

f. Employees reassigned under bumping shall retain all Employer 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/recall and shall notify the Employer's Human Resources Division in writing of continued interest in re-employment every ninety (90) calendar days in order to retain his/her rehire/recall rights pursuant to this Article.

c. Employees who are laid off from Employer employment will retain their seniority rights for a period of one (1) year.

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d. Recall to job openings will be based on seniority.

e. An employee who refuses a job offer shall forfeit all re-employment rights under this Article.

f. All re-employment rights under this Article shall terminate one (1) year from the date of layoff.

g. Employees shall remain on the recall list for two (2) years from date of the layoff.

ARTICLE XIII — SALARY SCHEDULE

Without endeavoring to prejudge future developments, the parties acknowledge that the salaries provided will require the expenditure of substantial Employer 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.

Salaries. Salaries for employees subject to this Agreement, for the 2023-2024 school year, are contained in Appendix 1 of this Agreement.

Should the Legislature authorize a percentage adjustment for any school year during the contract term, the salary schedule contained in Appendix 1 shall be increased by the same percentage effective upon School Board approval of this Agreement.

Between January 1 and March 31, for the duration of the contract, the salary schedule, including the substitute Custodian rate, will be adjusted pursuant to the following formula:

A. The District will ascertain the average total compensation wages, vacations, clothing allowance, and holidays based on a sixth (6) year employee at eight (8) hours per day using comparison districts that have the same funding regionalization factor as the Edmonds School District. Starting in 2023-2024 those districts are: Everett, Lake Washington, Marysville, Mukilteo, Northshore, Shoreline, and Bellevue. As a result of the study, if wages are below the average wage, then the salaries contained in Appendix 1 will be adjusted on September 1, in a manner mutually agreed to by the Union and the District. Levels 2 and 6 will be indexed in the salary schedule. Level 2 will be indexed $0.30 above level 1 and level 6 will be indexed $0.30 above level 5. Beginning on September 1, 2025 level 2 will be indexed $0.50 above level 1 and level 6 will be indexed $0.50 above level 5.

B. When and while the Warehouse Expeditor is to assume the full responsibilities due to the absence of the Warehouse Manager (on vacation or out of the district), the Warehouse Expeditor shall receive compensation equal to the Truck Driver Warehouse hourly rate of pay plus fifty (.50) cents per hour differential.

C. **Longevity Pay** Full-time employees who have worked for the District for at least ten (10) to fourteen (14) years will be granted $300 per year longevity pay. Full-time employees who have worked for the District for at least fifteen (15) nineteen (19) years will be granted $400 per year longevity pay. Full time employees who have worked for the District for at least twenty (20) years will be granted $500 per year longevity pay. Eligibility for longevity pay will be measured and begin on September 1 of each year.

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D. **Clothing Allowance** In recognition of the added expense incurred by the employee due to work-related wear and tear on clothing and footwear, each employee shall on their February paycheck, receive as compensation subject to withholding six hundred twenty five dollars ($625.00). Effective September 1, 2025 the clothing allowance shall increase by twenty-five dollars ($25). Effective September 1, 2026 the clothing allowance will increase another twenty-five dollars ($25). New employees hired after September 1 but before February 1 of a given year will receive a pro rata portion of the clothing allowance for that fiscal year based on their start dates. New employees hired after February 1 will not receive any portion of the clothing allowance until the allowance is paid the succeeding fiscal year.

E. **Training Differential**. Employees designated by the Custodial Manager to provide new hire training during the new employee's first three (3) days shall be compensated an additional $1.25 per hour for hours spent training during this period.

Employees designated by the Custodial Manager to provide high lift training to other custodial employees shall be compensated an additional $1.65 per hour for hours spent training on lifts.

Pay differentials must be submitted to their supervisor by the designated employees on a separate time sheet for final approval.

By October 1 of each year, the employees interested in being a trainer for that year will submit a request to be considered to the Custodial Manager.

ARTICLE XIV — STANDARDS

A. All differences in connection with this Agreement shall first be discussed by the shop steward and the Superintendent or his/her designee. If agreements cannot be reached, the shop steward may call upon his/her Union agent and/or other Union members for further consultation with the Superintendent or his/her designee. Any changes in this Agreement shall be with the knowledge and consent of the School Board.

B. **Subcontracting**. No permanent employees' regular hours of work will be reduced as a result of the Employer's subcontracting practices. The Employer shall make a reasonable effort to assign additional Bargaining Unit work to regular or substitute employees, subject to their availability, prior to subcontracting such work.

C. **Training and Staff Development Fund**. The Employer shall make available the amount of $13,000 yearly for the duration of the contract for the purpose of training and career and staff development. Unused funds may be carried over one year.

The Custodians, Food Service Drivers, and Warehouse Employees Labor Management Committee shall decide utilization of Training and Staff Development funds. In the event the Labor Management Committee cannot reach a decision, the Committee may seek assistance from Human Resources and the Union Staff Representative. If decisions for the use of the training funds have not been reached by March 15, and there are unused funds that would otherwise be returned to the District's general fund, the use of such funds may be determined by the District.

D. 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. These meetings

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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.

ARTICLE XV — HEALTH INSURANCE

SEBB. Employees will receive health benefits as provided for by the School Employees Benefits Board (SEBB) program and state law, with funding, employee contributions, and administration terms and conditions as determined by that program or state law.

ARTICLE XVI — EMPLOYEE EVALUATIONS

A. 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 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.

B. An unsatisfactory evaluation or letter of reprimand that is more than two (2) years old shall not prevent an employee from being considered by the Employer for a promotion, provided that such employee has followed prescribed procedures in applying for such position.

C. 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.

D. 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.

E. 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.

F. 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.

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.

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ARTICLE XVIII — LENGTH OF AGREEMENT

This Agreement, when adopted by the Board of Directors, Edmonds School District, shall become effective on September 1, 2023 and will remain in force through August 31, 2027.

This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

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.

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

By: DocuSigned by: Mark Roschy A5D25ABA8654454...
Mark Roschy, HR Director, Classified

Date: 9/26/2023

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

By: DocuSigned by: Grant Engle 8E48AA8C1DB1452...
Grant Engle, Organizer Representative

By: DocuSigned by: Elizabeth Ford 12A68AC876BA411...
Elizabeth Ford, President

Date: 10/10/2023

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APPENDIX – CUSTODIANS, FOOD SERVICE DRIVERS AND WAREHOUSE EMPLOYEES COMPENSATION SCHEDULE
September 1, 2023 through August 31, 2024

Level	Position	Hourly	Annual
1	Custodian	$29.31	$60,964.80
2	High School, Head Custodian's Assistant	$29.61	$61,588.80
3	Elementary Head Custodian AECC Lead Custodian	$31.51	$65,540.80
4	Night Lead Custodian ESC Lead Custodian	$31.33	$65,166.40
5	Middle School Head Custodian K-8 Head Custodian Scriber Lake Head Custodian Warehouse Expeditor	$33.04	$68,723.20
6	Former Woodway High Head Custodian	$33.34	$69,347.20
7	High School Head Custodian	$34.32	$71,385.60
8	Truck Driver – Food Service Truck Driver – Warehouse	$34.23	$71,198.40
An employee who is assigned to a shift beginning at 10:00 p.m. will receive three percent (3%) more than the appropriate wage classification.			

EDMONDS SCHOOL DISTRICT NO. 15

DocuSigned by:
Mark Roschy
A5D25ABA8654454...

Mark Roschy, Human Resources Director

Date: 9/26/2023

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

DocuSigned by:
Grant Engle
8F48AA8C1DB1452...

Grant Engle, Organizer Representative

Date: 10/10/2023