

**COLLECTIVE BARGAINING AGREEMENT**

**MARYSVILLE SCHOOL DISTRICT NO 25**

**AND THE**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL NO 925**

**10 MONTH EMPLOYEES**

**SEPTEMBER 1, 2007**

**THROUGH**

**AUGUST 31, 2010**



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## **PREAMBLE**

This Agreement is made and entered into between Marysville School District No. 25 (hereinafter "District") and Service Employees International Union, Local No. 925 (hereinafter "Union").

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

## **ARTICLE 1**

### **RECOGNITION**

**Section 1.1 - Recognition** The District agrees to recognize the Union as the sole and exclusive bargaining agent for Transportation, Food Service, Paraprofessional, Security Specialists. The District agrees to bargain with representatives of the Union with respect to wages, hours, conditions of employment, and the adjustment of grievances arising under this Agreement.

**Section 1.2 - No Strike Clause** The Union and the District agree that there shall be no strikes, slowdowns or work stoppages by the employees and no lockouts by the District during the term of this Agreement.

**Section 1.3 - Sub-Contract** The District will not sub-contract for any services provided by the employees covered by this Agreement that will cause a loss of opportunity for normal regular hours or overtime opportunities, except as provided for in the Agreement, and extreme emergencies. A bus/van charter service will be allowed if one or more of the following conditions are met:

- A. no district buses or drivers are available
- B. the service can save the District \$300.00 or more per occurrence
- C. general fund money is not used
- D. MSD cannot provide necessities

**Section 1.4 - Labor/Management Committee** SEIU 925 and the Marysville School District agree to establish a labor management committee to discuss shared workplace concerns with the purpose of promoting good communications and problem solving at the lowest appropriate organizational level. The Labor Management Committee will consist of representative members of the Union and the District administrators/employees. Participation on this committee will not result in loss of paid time. The committee is not intended to interfere with the grievance process, but may resolve issues that might otherwise come forward as grievances. By mutual agreement contractual issues may be negotiated and implemented upon ratification by the Union and approval by the School Board.

## **ARTICLE 2**

### **DISTRICT RIGHTS**

**Section 2.1 - District Rights** The Union recognizes that the District has the right to manage the District's operations and direct the work force. This includes the right to hire, transfer, assign, rotate, promote, reclassify, lay-off, discipline and discharge employees limited only by the express conditions set forth in this Agreement.

**Section 2.2 - Exclusive Bargaining Agent** The Union agrees to cooperate with the District and lend support in improving the quality of performance, assist in accident prevention, and maintain good will between the parties.

**Section 2.3 - Application of Rights** Reasonable application of these rights shall be made by the parties.

## **ARTICLE 3**

### **UNION RIGHTS**

**Section 3.1 - Union Membership** Employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members in good standing with the Union as a condition of continued employment with the District. Nothing contained herein shall require union membership by employees who object to such membership based on bonafide religious tenets or teaching of a church or religious body of which such employee is a member. Such employee shall have an amount equivalent to the representation fee donated to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission (PERC) pursuant to RCW 41.56.122.

**Section 3.2 - Union Security** Employees who are not members of the Union and employees hired on or after the effective date of this Agreement shall become and remain members of the Union no later than thirty (30) work days from date of hire.

**Section 3.2.1 - Notice of New Hire, Transfers and Terminations** The District agrees to notify the Union within 30 days of each new hire, transfer and termination of employees within the bargaining unit.

**Section 3.3 - Dues** The District agrees to deduct appropriate dues from each regular employee's pay subject to a signed payroll authorization form. On a monthly basis, the District will transmit to the local union all dues collected. Employees failing to maintain membership in the Union shall be reported to the District by written notice from the Union. Within fifteen (15) days after the District receives written notice, the employee may reinstate himself/herself with the Union. Should the employee fail to be reinstated,

the District will terminate the employee. The Union agrees to hold the district harmless for any aggrieved action resulting from the proper withholding of Union fees.

**Section 3.3.1 - COPE Contributions (Committee on Political Education)**

The district 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.

**Section 3.4 - Union Meetings** Employees may request and be allowed to attend Union meetings at a time acceptable to the District.

**Section 3.5 - Board Meetings** The agenda for each regular meeting of the School Board shall be available at the Office of the Superintendent of Schools by the Friday preceding each Board meeting.

**Section 3.6 - Shop Steward/Section Officers** It is agreed that the Union shall have the right to establish shop stewards/section officers to represent the bargaining unit membership. The Union shall inform the District of the names of the stewards/officers for each job classification. Such established stewards/officers selected by the Union to participate during working hours with representatives of the District in matters of negotiation, grievance proceedings, conferences or meetings, and discipline representation shall suffer no loss of pay or benefits as a result of such participation. Notification of a stewards/officers need to be released from his/her paid duties for such matters shall be delivered to his/her appropriate supervisor in a timely manner prior to the release. When stewards/officers are acting on behalf of the membership, or any one or more individual members, he/she shall be entitled to such privileged or confidential information as is necessary for effective representation. Neither the Union nor any of its individual members shall hold the District, or any of its representatives, liable for abridgement of confidentiality, in the good faith execution of this paragraph. Information shared in such manner shall remain confidential.

**Section 3.7 - Union Bulletin Boards** Proper notices of interest to employees may be posted on designated district bulletin boards by duly authorized representatives of the Union. The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted said notices.

**Section 3.8 - Application of Rights** Reasonable application of these rights shall be made by the Union.

**ARTICLE 4**  
**DEFINITIONS**

**Section 4.1 - Regular Employee / School Term Employee** An employee who has a regularly scheduled position, eight (8) hours per day or less with work of at least 182 days, as established in conjunction with the school calendar as adopted by the Board. (See Schedule A.)

**Section 4.2 - Casual Employee / Casual Work** A regular employee hired beyond their assignment year for work needed on a temporary, short time basis. Casual employees shall be subject to the terms of this Agreement. Casual employees shall be subject to the Union's membership requirements. Benefits other than retirement credit are excluded from casual labor work.

**Section 4.3 - Substitute Employee** An employee hired on an interim hourly basis, usually to fill in for the absence of a regularly scheduled employee.

**Section 4.4 - Open Position** Any newly created position to be filled or any previously existing or continuing position to be filled to which no incumbent will be assigned by the District.

**Section 4.5 – Seniority** Seniority shall be continuous length of service as of the first date of employment as a regular school term employee under this Agreement. For promotional purposes and reduction in force, seniority shall be continuous length of service within a classification as defined in Section 4.6 - Classification of this Agreement as of the first date of employment as a school term employee in this classification, and shall be effective under the terms of this Agreement.

Seniority will not accrue when an employee is on unpaid leave in excess of a semester of the school year.

**Section 4.6 - Classification** The term “classification” shall include A) Transportation, B) Security Specialist, C) Food Service, D) Paraprofessional.

**Section 4.7 - Position** The term “position” shall mean the job titles within classification.

**Section 4.8 - Assignment** An employee's assignment will be defined as the job description, shift and specific building or specific department.

**Section 4.9 - Qualifications** Qualification for a position shall be determined by completion of trainings needed to fulfill statutory requirements and/or by on the job training.

**Section 4.10 - Work Week** For purposes of statutory overtime only, the work week will begin on Monday and end on Sunday. The District retains the right to change the workweek with proper legal notice.

**Section 4.11 – Promotion** - A promotion shall be defined as movement into a position within a classification, to a position, which has a higher hourly rate of pay.

**Section 4.12 – Lateral Transfer** – A lateral transfer shall be defined as movement with **position** and same hourly rate of pay.

## ARTICLE 5

### TERMS AND CONDITIONS OF EMPLOYMENT

**Section 5.1 - Employee Performance/Evaluation** Newly hired employees shall be considered on a probationary period for ninety (90) workdays and may be discharged by the District without just cause.

1. All new employees to the district will be evaluated within the first 90 workdays; thereafter employees are to be evaluated annually by an appropriate administrator or appropriate non-union designee. The evaluation may include input from appropriate personnel. The evaluation shall not be disciplinary and shall address the following areas: Basic Skills, Relationships, Self-directed, Work Force, Job Related Skills, Personal/Professional Strength.
2. The evaluation process shall be completed and the original copy sent to the Human Resources Department no later than the last day of school. However, if the probationary period overlaps the deadline, an annual evaluation is required for that year. Annual evaluations are considered to cover the period of July 1 through June 30 of the school year.
3. Each employee is required to sign the evaluation at the time of the evaluation conference with the administrator or non-union designee. The signature does not necessarily imply that the employee agrees with the statement(s), but that the employee has seen and discussed it with the evaluator.
4. An evaluation conference must be conducted by the evaluator, in person with the employee, allowing reasonable time for discussion of the evaluation. The evaluation will not contain unsatisfactory marks for any area that the employee has not had prior written notification or counseling.
5. If the employee wishes to make comments and wants extra time to prepare such comments, the signed evaluation form must be returned to the evaluator within two (2) working days from receipt of the evaluation. Original comments by employees must be made on the copy to be filed in the Human Resources Office. Once signed and filed in the Human Resources Office, that particular evaluation will become a permanent part of the employee's permanent personnel file.
6. If an evaluation of a regular employee's performance indicates unsatisfactory work performance, the evaluator shall work with the employee to develop a performance improvement plan. The plan must state the area of unacceptable performance, what the employee must do to improve, what support the evaluator will provide, the timeframe for expected improvement and the potential consequences for not improving performance. The employer shall create a plan with the employee to determine how often they shall meet to evaluate the progress of the performance plan.

**Section 5.2 - Compliance with District Policies and Procedures** Employees shall comply with all District policies and procedures adopted by the Board of Directors. Employees having contact with students shall maintain reasonable standards of behavior, personal cleanliness, and dress.

**Section 5.3 - Travel** If an employee's primary work assignment by the district involves more than one building, travel time from one building to another by an employee shall be included in time worked for purposes of calculating overtime, sick leave, vacations and other benefits of this Agreement.

**Section 5.4 - Salary Rates** Individual salary rates shall remain constant to the end of the fiscal year, unless the employee changes positions. The Union reserves the right to bargain when additional responsibilities are added to the existing position.

**Section 5.5 - Salary Step Advancement** A salary step shall be granted when an employee has been continuously employed prior to February 1 of the previous school year.

**Section 5.5.1 - Work In A Higher Paid Position** When a regular employee(s) is assigned to perform the duties regularly done by a higher paid position then such employee(s) shall receive compensation according to the appropriate step as defined in Section 5.5 for the higher paid position after the first hour during the duration of the job.

**Section 5.6 - Experience Credit for New Employees** New employees will receive recognition for public school experience consistent with State Law.

**Section 5.7 - Application of Seniority** Seniority will prevail in matters relating to shifts, and in the following manner:

<u>Issue</u>	<u>Section</u>
1. Vacation	9.3
2. Vacant/Open Assignments	5.10, 5.18.1 and 4.12
3. Promotion	5.9
4. Layoff/Recall	5.11 and 5.12
5. Extra Work	12.29

**Section 5.9 – Promotion** Promotion to a higher position shall be based on the following:

- 40% Assessments - The assessments shall include questions or skill performances determined by mutual agreement between the District and SEIU. The assessment is intended to measure a person's knowledge, skills and qualifications.
- 40% Seniority by classification- [As defined under Section 4.5]
- 20% Evaluations- Percentage points will be deducted for less than a satisfactory evaluation from the previous school year.

The District reserves the right to promote the individual attaining the highest score based upon the before mentioned formula, unless the District and the Union agree otherwise.

Promoted employees shall be under a 45 work-day probationary period and will be initially evaluated on or about the 20<sup>th</sup> day, and again on the 45<sup>th</sup> day. By mutual agreement between the District and the employee, the probationary period may be ended prior to the 45 day timeline. If the employee is unable to demonstrate satisfactory performance or the employee wishes to vacate the promoted position, he/she will be returned to the formerly held assignment. The promotion will then be offered to the employee with the next highest score.

**Section 5.9.1 - Passover** Any employee applying for a position within a classification who is passed over shall, upon written request, be given a written notice of such by his/her supervisor within five (5) work days after the date the position is permanently filled. Any employee applying for a position as a promotion within a classification may request a meeting with District Human Resources to identify and discuss the reasons that the person was not selected. The sole purpose of such a meeting would be to give the employee feedback on areas of strength and areas needing improvements to enhance their opportunities.

**Section 5.10 - Voluntary Transfer** If an employee desires to transfer to a lateral position that employee may notify the District in writing of his/her desire within the posting timelines. Seniority will be the determining factor when more than one transfer request is received for a posting, provided that the most senior employee is currently qualified, is not on a plan of improvement. Transfer requests will be granted prior to consideration of other applications.

**Section 5.10.1 - Involuntary Transfer** The need for involuntary transfer may be brought forward by the District or the Union. The transfer will be for just cause; or the District and the Union will meet to mutually agree that involuntary transfer is appropriate. In the event that an employee will be involuntarily transferred, the District will first ask for volunteers for reassignment, if no volunteers come forward, then the least senior employee in the affected position will be reassigned, unless the District and the Union agree otherwise. Affected employees shall be afforded at least five (5) days notice.

**Section 5.11 - Reduction in Personnel** Should a lack of funds or other conditions make necessary a reduction in program and/or personnel, the reduction in personnel shall be based on the following:

- 1) **Current Classification.** Employees within a classification shall have the right to bump into any assignment for which she/he is already qualified (as defined in Section 4.9) and is currently held by an employee with less classification seniority. Bumping shall be limited to whole assignments i.e. a senior employee must take the total number of hours assigned to the junior employee, despite the fact that the junior employee may have bid separately for the assignments she/he presently occupies.
- a) **Combining Assignments.** Employees shall be permitted to bump and/or bid for any combination of assignments for which they are already qualified, provided that the time schedules of the assignments do not conflict.

- 2) **Previous Classifications.** Employees may bump within any classification within this bargaining unit and in which the employee has had previous work assignment(s) based upon their current qualifications and longevity within that classification.

**Section 5.11.1 - Bumping Process** The process to accomplish the bumping and bidding necessitated by a reduction in personnel shall be mutually determined by the parties within the Labor/Management Team and communicated in writing to all affected personnel.

**Section 5.12 - Re-employment Pool** Employees laid off shall be enrolled in the re-employment pool. Names shall remain on the pool roster for one (1) year from the beginning of the school year following layoff. Employees shall retain accrued sick leave, vested vacation rights, and seniority for a period of two (2) years. A employee on the pool roster shall not accrue additional benefits or rights during this time.

**Section 5.12.1 - Address Notification** Each employee on the pool roster shall file his/her address in writing with the Human Resources office and shall thereafter promptly advise the District in writing of any change of address or place of contact during any absence from the District of more than five (5) days.

**Section 5.12.2 - Recall from Lay Off**

- a) **Loss of Hours.** By reverse seniority, employees who lose hours will have first right of refusal to acquire hours for which they are currently qualified, up to the number of original hours.
- b) **Lay Off.** Employees will be offered re-employment for which they are qualified in the reverse order of seniority, provided that no employee shall be offered a position having a greater number of hours than said employee was assigned at the time of their layoff.

**Section 5.12.3 - Forfeit Re-employment Rights.** An employee shall forfeit rights to re-employment, accrued benefits and seniority if they:

- a) fail to comply with the address requirements,
- b) fail to respond within twenty-four (24) hours to an offer of employment,
- c) reject the final offer for re-employment.

**Section 5.12.4 - Substitute List** Laid off employees shall be placed on the substitute list upon written receipt of their request to the Human Resources office.

**Section 5.13 - Vehicle Pick Up** Employees when required to pick up vehicles from Transportation in the performance of their duties are entitled to have their work schedule begin and end at the Transportation Department.

**Section 5.14 - Notification of Continued Employment** The District shall deliver to all continuing school term employees, a 'Notification of Reasonable Assurance' document for the new school year; indicating the location and hours of the employee's continuing assignment. The document will be distributed to employees no later than five (5) working days prior to the last day of school minus any increments added for one year only. If there should be any change in an employee's basic assignment, location, and/or hours, the District will make every effort to notify the employee at the earliest possible time.

**Section 5.14.1 - Hours Reduced** If an employee has had their hours reduced for the new school year, the employee may exercise Section 5.12 of this Agreement.

**Section 5.15 - Personnel File** An employee's personnel file may be reviewed by the employee during regular office hours by making a request in advance with the Human Resources Department. An employee may request a copy of any communication placed in the employee's personnel file, likewise an employee may add letters of commendation, copies of certificates of completed courses etc.

**Section 5.15.1 - Letter of Reprimand** Any letter of reprimand as determined in Section 10.2 shall be removed after a period of two (2) years, provided that the behavior(s) to which the letter of reprimand refers does not recur, with the exception that all disciplinary actions for misconduct involving students, or for misconduct involving violation of law or implicating District legal liability toward others, shall remain for the extent of the employee's employment with the District. All other communications shall remain for the extent of the employee's employment with the District.

**Section 5.16 - Job Descriptions** The District will provide a job description at time of employment in order for the employee to understand the requirements and responsibilities of the assignment. It is agreed that the Union or a representative may provide input to proposed changes in a job description upon notification from the District.

**Section 5.17- Reduction of Benefits** Employees who have their work hours reduced less than two (2) hours a day shall not lose any current benefits for the remainder of the school term.

**Section 5.18 - Posting Hours/Open Positions (Leave of Absence)** When an employee has been granted a Leave of Absence without pay for more than sixty (60) work days, that position shall be posted within ten (10) work days of the approval of said leave. It shall be the intent of the District to offer regular employees the leave of absence position and hours based on qualifications and seniority.

**Section 5.18.1 – Position Postings** -Open and new positions shall be posted in all buildings and departments. Employees who are currently qualified according to the attached Appendix B may apply for a posted position by following the Districts employment application procedure. All bargaining unit employees who

are not currently working under a Plan of Improvement may apply and will be considered for promotion.

**Section 5.18.2- Open Positions** The District shall post any position that has been permanently vacated within ten (10) work days from the day the position has been known to be permanently vacated. The District will make every effort to fill the position within twenty-five (25) days thereafter.

**Section 5.18.3 - Vacated Position No Longer Needed** If the work of the vacated position is no longer needed by the District it need not be filled. If the District proposes to split a vacated position into multiple positions, it shall be referred to the Labor Management Committee for agreement.

**Section 5.18.4 - One and Three-quarter (1.75) hours or Less** Openings within a building for one and three-quarter hours or less need not be posted District-wide. Distribution of additional hours will be determined by Human Resources. These openings will be advertised/announced within the building and awarded on the following basis:

1. Interest
2. Availability
3. Qualification
4. Seniority

**Section 5.18.5- Interview Team** A member designated by the bargaining unit President will sit on each team that is interviewing for classifications within this bargaining unit. The member will receive his/her regular rate of pay.

**Section 5.19 - Extended School Year Employment** The District will hire available, interested, and qualified, regular employees for summer employment before hiring non-regular employees. Regular employees performing work within their classification will earn their normal rate of pay. Extended school year employment benefits are limited to PERS/SERS contributions.

**Section 5.19.1 - Casual Labor Assignments** Assignments for which there is no position on the salary schedule will earn casual labor rate of pay.

**Section 5.20 - Job Protection** No member of management, teacher, student or any other employee of the District, while actively engaged in their classification, shall take the place of, nor substitute for, a working person within the classifications covered by this agreement, thus depriving a person of a job or hours of employment, except in the case of emergency.

## **ARTICLE 6**

### **LEAVES**

**Section 6.1 - Leaves** The intent of this Article is to provide a benefit to the employee for those purposes as provided. Abuse of the leave provisions, or the procurement of leave benefits under false reasons by an employee shall result in loss of pay for the duration of the leave and/or disciplinary action.

#### **Section 6.2 - Sick Leave (Cumulative)**

**Section 6.2.1 - Sick Leave** A school term employee is entitled to and will be credited ten (10) days of sick leave per year at the beginning of each school year for personal illness, injury, care for an ill child of the employee under the age of eighteen with a health condition that requires treatment or supervision, and emergencies. A ten (10) month employee who works beyond the ten (10) month schedule shall earn one (1) day for each full month of additional employment. Sick Leave must be taken for at least two (2) hours of the regular shift period of the employee if a substitute employee is required.

School term and part-time employees will be credited with prorated sick leave based upon the length of actual employment.

**Section 6.2.2 - Emergency Leave** Four (4) days per year of the Sick Leave may be used as emergency leave. Emergency shall be defined as: business, illness, or injury in the family, paternity, or adoption. For emergency leave to be taken the problem must be of a serious nature, must have been suddenly precipitated and/or of such nature that preplanning could not relieve the necessity for the employee's absence. The problem cannot be connected with or an extension of any other leave provision except for situations beyond the employee's control.

**Section 6.2.3 - Personal Illness and/or Injury** Remaining days of sick leave shall be for personal illness and injury, and accrue to legal limit as provided by State law. No employee shall be entitled to sick leave while absent from duty due to the causes:

1. Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.
2. Sickness or disability sustained while on leave of absence without pay.
3. Inability to properly perform required duties because of intemperance.

**Section 6.2.4 - Physician Statement** An employee claiming sick leave benefits for more than five (5) consecutive days may be required by the District to submit a written statement from the employee's physician which outlines the need for continued absence for medical reasons.

**Section 6.2.5 - Attendance Incentive** An employee who has perfect attendance within half a school year, shall be paid one (1) additional day of pay. Employees

using judicial leave, or bereavement leave for parent, spouse, or child will not be considered absent for the purpose of this Section. The maximum amount of pay shall be two (2) workdays per year. Payments shall be included in the March and August pay warrants respectively.

For purposes of clarification, the first half-year for school term employees shall be September 1 through January 31, and the second half year shall be February 1 through June 30.

**Section 6.2.6 - Pregnancy** A pregnant woman shall be allowed to work as long as she is capable of performing her job in a satisfactory manner, with written approval of her physician. Return to work must occur as soon as the employee is physically able to perform her duties. A written statement by her attending physician specifying the last date of physical disability must be presented to the District within thirty (30) days following the termination of pregnancy.

**Section 6.2.7 - Termination** Upon termination of employment, sick leave benefits cease.

**Section 6.2.8 - Annual Conversion/Sick Leave Buy Back** When an employee has accumulated in excess of sixty (60) eight-hour days of unused sick leave, the employee 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 office during the month of January. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable regulations.

**Section 6.2.9 - Attendance Incentive Program/Conversion Upon Retirement/Death** 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 180 accrued sick leave days (1440 hours) shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable regulations.

**Section 6.2.10 - Family Medical Leave (FMLA)** Family Medical Leave will be administered in accordance with State and Federal laws.

**Section 6.2.11 Family Care Leave** An employee may use accumulated sick leave and other paid leave to care for A) a child of the employee with a health condition that requires treatment or supervision; or B) a spouse, parent, parent in law, or grandparent of the employee who has a serious health condition or an emergency condition. All normal conditions relating to appropriate use of leave

shall be applicable to family care leave, including reasonable notice where possible and documentation of need upon reasonable request for verification.

**Section 6.2.12 – Promotion Trial Period** An employee shall be granted a leave of absence for not more than 45 days in order to accept a promotion.

### **Section 6.3 - Other Leaves (Non-cumulative)**

**Section 6.3.1 - Judicial Leave** In the event an employee is summoned to serve as a juror, or is named as a codefendant with the District, or is subpoenaed to appear in court on matters relating to Marysville School District school business such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that any employee is a party in a court action not related to Marysville School District business, such employee may request a leave of absence without pay. An employee will report to work if at all possible.

**Section 6.3.2 - Military Leave** Military leave without pay will be granted an employee who is drafted or who enters voluntarily in a time of conflict and/or war into the military services of the United States. Application for reinstatement must be made in writing within sixty (60) days after receiving an honorable discharge from active military service. The employee shall be given preference to the first available jobs for which the employee has qualifications and experience.

**Section 6.3.3 - Bereavement Leave** An employee shall be allowed a maximum of five (5) days for any person residing in the employee's household and/or the following family members: spouse, domestic partner, parents, grandparents, children, grandchildren, in-laws, aunts, uncles, cousins and siblings of the employee or their spouse or domestic partner.

**Section 6.3.4 - Disability Leave** The District, at the employee's request, may grant a leave of absence for a disability to include FMLA, WDA, ADA, and L&I with or without pay depending on the type of leave and terms of this Agreement.

**Section 6.3.4.1 - Application for Leave** The employee shall make application in writing to the Human Resources Office including a written statement by a physician concurring that a disability exists which requires such leave.

**Section 6.3.4.2 - Duration of Non-Statutory Disability Leave** The disability leave, unless otherwise granted by the District, shall extend until the beginning of the following school year. A request for extension may be considered if the employee is disabled as determined by the employee's physician. The Employer may, at its discretion and at its own expense, have the employee examined by a doctor of the Employer's

choice. Where the employee's physician(s) and the district's physician(s) disagree with the diagnosis a third physician(s) mutually agreed upon by the parties shall determine the disability or the burden of proof falls on the employee's primary physician. The District, at its discretion, may end a disability leave at the time the employee is released by their physician if the employee refuses to return to duty.

**Section 6.3.4.3 - Expiration of the Temporary Disability Leave**

Expiration of the temporary disability leave shall be when the employee's attending physician confirms the ability of the person on Temporary Disability Leave to resume the essential functions of the assigned position. The Employer may, at its discretion and at its own expense, have the employee examined by a doctor of the Employer's choice at any time. Where the employee's physician(s) and the district's physician(s) disagree with the diagnosis a third physician(s) mutually agreed upon by the parties shall determine the disability or the burden of proof falls on the employee's primary physician. Upon expiration of Temporary Disability Leave, the employee shall be assigned to the same position, or to an equivalent position occupied before the leave, if such leave is granted due to a job related injury, or the leave does not go beyond 182 calendar days if granted for other reasons. Any employee who returns from a Temporary Disability Leave, other than leave granted due to a job related injury, which exceeds 182 calendar days shall be assigned to a proper vacancy when one becomes available. Refusal to accept the available position shall terminate the employee from the District.

**Section 6.3.5 - Parental Leave** Employees will be granted three (3) additional non-cumulative days to be taken at the time of the birth or adoption of their child(ren).

**Section 6.3.6 - Personal Leave** Two (2) days of non-cumulative personal leave may be granted with the pre-approval of the employee's supervisor. If at the end of the school year the employee has days not used (ref. Section 6.3.7), the employee will be paid their current rate of pay for the unused days.

**Section 6.3.7- Personal/Emergency Leave Time** Employees will be charged one hour minimum, except for transportation employees who will be charged actual route segment time when leave is used, under the provisions described in Sections 6.2.2 and 6.3.6 of this Agreement.

**Section 6.3.8- Self-improvement/Health Leaves** The District, at the employee's request, may grant a leave without pay for self-improvement or health reasons. The employee will return to duty to the same classification, hours, and rate of pay. Additionally the District will attempt in good faith to return the employee to the same position. In the event the employee cannot be returned to the same position, the District will give an explanation in writing if requested by the employee. The employee must notify the District in writing by April 1 of the leave

year of their intent to either return to work or request an extension for the following school year.

**Section 6.4 - Light Duty** Employees shall be allowed to return to work under light duty as prescribed by a medical doctor from a job related injury, provided they are qualified and able to perform the duty of the new job assignment, and that light duty assignments are available.

## **ARTICLE 7**

### **HOURS OF WORK**

**Section 7.1 - Work Week** Eight (8) hours a day, for forty (40) hours per week, consisting of five (5) consecutive days normally Monday through Friday, excluding a thirty (30) minute lunch period constitute the work week. Security employees may be assigned a five (5) consecutive day work week other than Monday through Friday.

**7.1.1 - Breaks** Employees who work at least six (6) hours, except Transportation Drivers, shall be allowed two (2) ten (10) minute breaks.

**Section 7.2 - Overtime** Hours over forty (40) hours a week, consistent with the Department of Labor and Industries rules, except as noted in ARTICLE 8 and ARTICLE 12, shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay.

**Section 7.2.1 – Hours Worked on Sunday** Hours worked on Sundays, shall be paid at two (2) times the employee's regular rate of pay, excluding those employees whose work week includes Sunday. Any employee(s) currently working a regular shift that includes Sunday will continue to receive pay according to Section 7.2.1 until such time as that employee(s) transfers to a shift that does not include Sunday work. When a shift that includes Sunday is posted as vacant or new, the new language in Section 7.2.1 will apply.

**Section 7.3 - Emergency Modification of School Start Time/Closure** When an employee reports to work not having been notified per the District procedure, that employee shall receive a minimum of two (2) hours, or the equivalent of the employee's normal work shift, whichever is less, will be paid at the employee's appropriate salary rate. Employees must be willing to remain at work for the two hours, or the equivalent to their normal work shift, whichever is less, and perform duties as assigned by the site supervisor or designee; or the employee is released by the site supervisor or designee.

**Section 7.4 - P.E.R.S./S.E.R.S.** All hours for which employees are compensated shall be reported by the District to the State Retirement System (PERS/SERS) in the legally correct manner which will maximize retirement benefits for the employee.

## **ARTICLE 8**

### **HOLIDAYS**

**Section 8.1 - Paid Holidays** Employees covered by this agreement will be paid for those holidays occurring during their regular assignment period.

Labor Day (Sep)	New Year's Eve Day (Jan)
Veteran's Day (Nov)	New Year's Day (Jan)
Thanksgiving Day (Nov) & The following day (Nov)	Martin Luther King's Day (Jan)
Christmas Eve Day (Dec)	President's Day (Feb)
Christmas Day (Dec)	Memorial Day (May)
	Fourth of July Day (Jul)

**Section 8.2 - Holiday Definition** Time off begins at the close of the employee's work day preceding the holiday and ends with the start of the work day following the holiday.

**Section 8.3 - Holidays Falling on Weekends** Holidays falling on Saturday or Sunday, the day preceding or the day following the holiday shall be observed as holidays as provided by State Law and regulations.

**Section 8.4 - Holiday Work** An employee who works on a paid holiday shall receive two (2) times the employee's regular rate of pay for hours worked plus the holiday pay.

**Section 8.5 - Holiday Pay** Holiday pay for all employees shall be based on the employee's regular scheduled hours per day. There shall be no deductions of holiday pay for absence due to illness.

## **ARTICLE 9**

### **VACATION ALLOWANCE PAY**

**Section 9.1 - Vacation Allowance Pay** Each new school term employee shall receive annually eight (8) days vacation allowance pay at the employee's salary rate of pay. Vacation allowance pay for regularly scheduled school term employees who have completed more than ninety (90) days of continuous employment, will be pro-rated based on time worked.

**Section 9.2 - Additional Vacation Allowance Pay** Additional vacation allowance pay will be added to the employee's annual salary as follows: four (4) days at the employee's salary rate of pay for employees who have completed five (5) continuous years of employment, and an additional four (4) days at the employee's salary rate of pay for employees who have completed ten (10) continuous years of employment.

After fifteen (15) years continuous employment, an additional .75-day per each additional year of continuous employment will be added to a maximum of nineteen (19) days.

**Section 9.3 - Vacation Allowance Pay**

<u>Employment</u>	<u>Vacation Allowance Pay</u>
1 - 5 Years	8.00 Days
6 - 10 Years	11.5 Days
11 - 15 Years	15.25 Days
16 Years	16.00 Days
17 Years	16.75 Days
18 Years	17.50 Days
19 Years	18.25 Days
20+Years	19.00 Days

**Section 9.4 - Vacation Allowance** For employees covered under this agreement who are regularly scheduled 12 months per year the vacation allowance of the 12-month SEIU agreement ARTICLE 9 shall apply.

**ARTICLE 10**

**DISCIPLINE / TERMINATION OF EMPLOYMENT**

**Section 10.1 - Discipline/Discharge for Just Cause** The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Prior to any meeting between an employee in the bargaining unit and his/her supervisor where disciplinary action is anticipated to result, the employee will be notified of his/her right for representation by the Union.

**Section 10.2 - Progressive Discipline** Except in felonious circumstances and where just cause exists, the District may exercise progressive standards of discipline. Depending upon the severity of the offense, discipline may begin at any step. However, if circumstances justify, some steps may be eliminated. Such discipline shall include, but not be limited to, the following steps.

- A. Verbal warning (documented by a letter of direction/concern maintained in the supervisor's working file).
- B. Letter of reprimand.
- C. Suspension without pay.
- D. Termination.

**Section 10.3 - Notice Requirement** Termination of employment, except in disciplinary cases, shall require ten (10) working days notice. This applies to both the employee and the District. An employee shall be entitled to receive a statement from the District of reason(s) for discharge except as provided in Section 5.1.

**Section 10.4 - Termination Pay** Termination by an employee following submission of written notice within ten (10) working days of proposed termination shall be made to the Human Resources Office, or if an employee is terminated by the District, after having been employed for one (1) or more years of continuous employment, the employee's termination pay will be calculated based on earned work days, holidays, and vacation allowance pay on a prorated basis.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURES**

**Section 11.1 - Grievance** A grievance is an allegation by an employee, or the Union involving the application, interpretation or the violation of the terms of this Agreement. Grievances not submitted in accordance with the following procedures shall be considered waived:

**STEP 1** An employee alleging a grievance shall discuss the grievance with the employee's immediate supervisor(s). Every effort should be made to resolve the grievance through free and informal communication. Alleged grievances not discussed with the immediate supervisor(s) within twenty (20) working days shall be considered waived.

**STEP 2** A grievance not resolved at Step 1, may be presented by the employee to the Union. Should the Union agree that the grievance is valid, the grievance shall be reduced in writing and presented to the Human Resources Executive Director no later than ten (10) working days following the meeting/conference as provided in Step 1. A meeting will be scheduled within five (5) working days of receipt of the grievance. A written decision by the Human Resources Executive Director will be rendered by the District within five (5) working days of the grievance meeting.

**STEP 3** Should the employee and the Union agree that the written decision (Step 2) is not satisfactory, within fifteen (15) working days, the grievance may be presented in writing to the Superintendent or his/her representative. A meeting will be held within five (5) working days of the receipt of the request and a written decision by the District rendered within five (5) working days of the meeting.

**STEP 4** Should the employee and the Union agree that the written decision (Step 3) is not satisfactory, within ten (10) working days of the receipt of the decision, the grievance may be submitted to the American Arbitration Association or PERC for arbitration under their rules and within the following guidelines:

The Arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement.

There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Union, the employee(s) involved, the District, and the School Board.

The fees and expenses of the Arbitrator shall be borne by the party not sustained. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

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

**Section 11.2 - Failure to Submit to Next Step** If an employee and/or Union fails to submit written grievances to the next grievance step within the time limit so specified, it will be assumed that the grievant has dropped the grievance at that level. If the District at any step fails to respond within the required time limits, the grievance shall automatically move to the next step. However, the District and the Union may mutually agree to extend the time limits at any one of the steps.

## **ARTICLE 12**

### **INDIVIDUAL WORKING CONDITIONS**

**Section 12.1 - Transportation Employees/Regular Driver** A school term or beyond employee, with a regular daily assignment.

**Section 12.2 - Transportation Employee/Substitute Driver** A driver who is not a regular driver who is called in to replace the regular driver unable to perform his/her daily routes. Regular drivers, not having a mid-day route will be given first priority for substituting for mid-day routes.

**Section 12.3 - Basic Transportation Routes** Basic routes are routes established to serve students to and from schools (s) a part of the regular or special education requirements for the individual student. Basic routes are established by the Transportation Supervisor. Seniority will be recognized by the District as the consideration for filling all transportation basic routes.

**Section 12.3.1 – Definition of Route** The basic routes would consist of one (1) or more of the following route segments (A.M. & P.M.):

- A. High Schools (9-12)
- B. Middle Schools (6-8)
- C. Elementary Schools (K-5)
- D. All Other Routes, except Kindergarten, Activity and extra trips (Section 12.13)

**Section 12.4 - Route Packages** All route packages in A through E above shall be approved by the Supervisor of Transportation. A route package may be disapproved to save one quarter (1/4) hour or more, and/or because of geographic conflict. If a route

package is disapproved by the Supervisor of Transportation, upon request from any employee so affected, shall give the reasons for disapproval in writing.

**Section 12.5 - Seniority** All basic routes, as determined by the Transportation Supervisor, will be filled on a seniority basis allowing the more senior drivers to qualify up to an eight (8) hour day.

**Section 12.6 - Route Pay** Basic routes will be paid to the next five (5) minute increment and shall be computed from the time the bus leaves the garage, completion of the route, and return to the garage. A total of thirty (30) minutes additional time shall be allowed per day for non-driving requirements on basic routes, warm-ups (A.M./P.M.), pre-trip and post-trip inspections, clean-up, shut down, fueling, washing buses, and departmental reports. Drivers may choose to be paid for up to thirty (30) minutes lay-over time when thirty (30) or less minutes exist between runs.

**Section 12.6.1 - Timesheeting for Washing Buses**

Each driver may timesheet up to three (3) hours per school year to wash buses.

**Section 12.7 - Driver Contract Time** The driver contract time shall be determined by adding up each day's time for five (5) consecutive days, divided by five (5), and round up to the next whole five (5) minutes, i.e. .29 = 17 minutes, round up to 20 minutes. The contract time shall be adjusted as needed.

**Section 12.7.1 – Segment Posting Time** In the event a route is posted as “non-continuing”, and said route goes beyond thirty (30) working days, the time will be included in the employee's contracted time.

**Section 12.8 - Additional Responsibilities** When additional responsibilities are added to non-driving time, time consumed by drivers on disciplinary problems, filling out misconduct reports, and also updating maps and routes, the time shall be paid for at the driver's regular rate of pay.

**Section 12.9 - Re-bid/Adjustment in Routes** A re-bid by regular drivers, for adjustment in route(s) will be conducted on or before November 1<sup>st</sup> of the school year.

**Section 12.10 - February Re-bid** Routes shall remain packaged for the February re-bid with the exception of late activity. Any route that is increased by one-half (1/2) or more hours after November 1<sup>st</sup> shall be subject to re-bid on or about February 1<sup>st</sup> by the regular bus drivers, provided that it will increase their time by at least fifteen (15) minutes.

**Section 12.11 - Vacant/New Routes** When a route becomes vacant or a new route is established, the route will be posted for forty-eight (48) hours; regular drivers shall be allowed to bid on a seniority basis, provided that it will increase their time by at least thirty (30) minutes.

**Section 12.12 - Driver Assignment Practices** It is understood that a driver's primary responsibility is to his/her basic route assignment unless a trip shall allow a regular

driver to acquire more time than their basic A.M. or P.M., or mid-day route. Then said trip shall be given to the most senior driver and a substitute driver shall be placed on that driver's route. Extra trips shall be assigned in accordance with Section 12.14.

**Section 12.13 - Extra Trips** Time shall be computed to the next quarter (1/4) hour and shall be computed from the time the bus leaves the garage until the bus returns and is secured. All extra trips shall receive fifteen (15) minutes additional time for non-driving requirements. All extra trips shall have a minimum of two (2) hours pay, or the driver's regular route time, whichever is greater, if the District cancels the trip. Effective January 1, 2005, weekend trips shall have a minimum of four (4) hours pay, if the District cancels the trip. It is further agreed that the drivers on split trips (shuttles not included) shall be paid a minimum of four (4) hours, for each segment on split trips. The Transportation Supervisor shall select the driver(s) where adverse conditions or mountain driving exist, provided the Transportation Supervisor explains, and puts forth in writing if requested, the criteria used to make the decision.

- A. The four (4) hour minimum does not apply to shuttles. A shuttle is a trip that is less than two (2) hours in length.
- B. Any driver selected for an extended trip, which is in excess of fifteen (15) hours in duration and a minimum of 200 miles one-way will have lodging provided by the District for the purpose of uninterrupted rest. Selected trips requiring lodging and its cost will be scheduled and approved by the originator of the prior approval.
- C. Drivers shall be paid their regular salary for eight (8) hours or the actual driving or mandatory on duty time, (on duty time is when the driver is instructed that he/she must stay on the bus) in excess of either of the above. Overtime shall apply only to actual driving or on duty time in excess of forty (40) hours per week.

**Section 12.14 - Extra Trip Bid Procedure** To be eligible to bid on trips, you must be a regular driver with the ninety (90) working days probation completed. Substitutes who select trips are subject to supervisor approval. A written proxy bid is acceptable only when an employee is performing an assignment for Marysville School District.

**Section 12.14.1 - Requests Received** The Transportation Supervisor or designee shall be permitted to select any available driver or substitute if a transportation request is received twelve (12) hours or less from the time the trip is to actually commence, or in an emergency. All attempts will be made to honor the seniority roster.

If a trip request comes in after the scheduled bid, but longer than twelve (12) hours from the trip commencement, it will be posted until 8:15 a.m. the following day for drivers to sign up. The senior driver who will not go over forty (40) hours will be awarded the trip.

**Section 12.14.2 - Posting** Trips will be posted on the Trip Board by noon on Thursday of each week. The actual bidding will take place the following Friday morning at a time to be determined by the Union and the transportation

supervisor. Trips posted shall contain the following information: a) The program, b) the departure and return times, and c) the destination.

**Section 12.14.3 - Bidding on More than One Trip** A driver that bids on more than one trip for a particular day must indicate next to his/her name the selection preference from first, second, third, etc. If no preference is indicated, the trip with the lowest trip number successfully bid will be awarded. In order for a driver to bid on a trip he/she must have a monetary gain. The monetary gain may come from standby time.

**Section 12.14.4 - Trading** There will be no trading of trips allowed.

**Section 12.14.5 - Bidding over Forty (40) Hours** Drivers that select a trip that knowingly will put their total hours for the week over forty (40) hours will be penalized on the first offense by not being able to bid on extra trips for the next two (2) consecutive weeks, or two (2) weeks that the driver would be eligible to bid. A second offense within the same school year will not allow the driver to bid on trips for the next four (4) consecutive weeks. A third offense within the same school year will not allow the driver to bid on trips for the remainder of the school term.

**Section 12.14.6 - Postings Change** If the posted time of a trip increases or decreases in total time in excess of four (4) hours after the trip is bid or a destination change of twenty-five (25) miles or more, the assigned driver may forfeit the trip without penalty.

**Section 12.15 - Overnight Trips** The District shall pay for all lodging and three (3) meals per day for drivers during the duration of said trip. Drivers shall not normally be required to serve as a chaperone nor share accommodations. The driver shall be compensated a minimum of eight (8) hours per day at their regular rate of pay. Any non-driving time above the eight (8) hour minimum shall be paid at standby time. The Transportation Supervisor shall select the driver(s) where adverse conditions exist, provided the Transportation Supervisor explains, and puts into writing if requested, the adverse conditions that exist.

**Section 12.16 - Certification Qualifications** Only drivers who have been certified school bus drivers for a minimum of four (4) years plus one (1) year with the Marysville School District will be eligible for overnight trips. Drivers with less than four (4) years and one (1) year with the Marysville School District may be granted a trip if said trip is utilizing more than one (1) bus and one (1) of the drivers on the trip has five (5) or more years experience as an authorized school bus driver.

**Section 12.17 - Premium Pay for Wheelchair** Drivers assigned the responsibility of transporting wheelchair, students and car seat and harness students shall receive thirty (30) cent per hour premium until completion of the route segment. Minimum hours for premium pay to be one (1) hour per route. The number of hours for premium pay shall be determined by the Union and the Transportation Supervisor.

**Section 12.18 - Standby Time** Drivers assigned extra trips other than overnight trips shall be paid at their regular rate of pay from the time the bus leaves the bus garage until its return, up to a maximum of eight (8) hours. Driving time more than eight (8) hours shall be paid at the regular rate of pay. Drivers who are on duty more than eight (8) hours, but driving less than eight (8) hours, shall be paid standby time for the time beyond eight (8) hours. Standby time rate of pay shall be \$10.00 per hour. The District will pay overtime for all driving time over forty (40) hours per week.

**Section 12.19 - Transportation Closure Due to Weather** Should school continue to be held during such time as weather and/or road conditions do not allow buses to run, drivers will be allowed to perform other duties to fulfill contract time. Duties and schedules will be assigned by the Transportation Supervisor.

**Section 12.19.1 – Early Dismissals** Effective September 1, 2008, for drivers who lose hours as a result of “early dismissals”, late starts, and/or conference days, the driver shall be guaranteed no less than the original contract time. Drivers must remain on site and be available for fill in work (paperwork related to the operation of transportation, driving whatever routes are needed, etc.) If a driver chooses not to accept fill-in work, he/she will sign off on a time sheet that he/she accepts losing original contract time.

**Section 12.20 - Guaranteed Hours** Each regular driver will have a guaranteed minimum of two (2) hours: Two (2) hours to include:

- A. Morning and afternoon regular routes.
- B. Non-driving time (A.M. and P.M. Warm-ups)
- C. Drivers that are required by the Transportation Supervisor to prepare regular education kindergarten routes, including plotting stops, phone calls to parents and schools, and submitting to the Transportation office estimated stop times prior to the start of school, shall be paid up to two (2) hours time. Drivers requiring additional time may be granted extra time by the Transportation Supervisor. All preparation time must be pre-approved by the Transportation Supervisor and with notification to the union steward.

**Section 12.21 - Out of District Student Transportation** If assigned route/shuttle involves transporting a student(s) out of district, only the regular or substitute Marysville driver shall transport said student(s) involved. This also applies to road closures or conflicting district calendars. Drivers called in on above mentioned day(s) and who are required to drive part of their route shall be paid the two (2) hour minimum.

**Section 12.22 - Bus Driver/Trainer** The District agrees to retain or to send one (1) driver to school to be certified as a trainer, to be responsible for the training of drivers when required at a premium pay of \$2.00 per hour for time spent on the road training or in the classroom training.

**Section 12.23 - Time Sheets** The transportation time sheet will be attached to check stubs to include types and numbers of trips as well as hours. The monthly time sheets for hourly employees shall be available in the Transportation Office for review prior to

submitting to payroll. It is the employee's responsibility to initiate the request to review the time sheet and to be aware of the monthly deadline. There will be a period of five (5) days after receipt of check to adjust wage disputes.

**Section 12.24 - Bus Inspection** Employees requested by the District to work extra time because of bus inspection shall be paid at the regular rate of pay, or the overtime rate of pay if applicable.

Drivers that perform extensive bus cleanup or detail work shall be paid up to a maximum of four (4) hours. This time must be completed ten working days from the last day of the school year, and utilized performing duties over and above the daily expectations.

**Section 12.25 - Safety Committee/Safety Award Program** Drivers elected to the Safety Committee shall be compensated at their regular rate of pay per meeting. The District, in conjunction with the Safety Committee, shall institute an annual safety awards program for all regular drivers.

**Section 12.25.1 - Cameras** Video cameras will be used on buses when the driver believes they are necessary for the safety and health of either the driver, students or both. Drivers will be informed when a video camera is on board. Video cameras are for safety only and will not be used for disciplinary action against the driver.

**Section 12.26 - Physical Examinations and Drivers Licenses** The District shall provide for a reimbursement to the employee up to the amount of \$40.00 for physical examinations required for the certification of bus drivers. The employee must obtain the proper District authorization slip PRIOR to going for a physical examination. When the District contracted physician is utilized, the entire cost of the physical will be paid by the District

The District will provide reimbursement to the employee for the cost of the basic drivers license and endorsements when the license is renewed.

**Section 12.27 - Transportation Information Board** An information board will be provided in the bus garage and driver's room. The board shall be accessible at all times for the posting of union and district information including:

- A. Job Openings
- B. First Aid and/or Safety Classes
- C. Special Education Class
- D. Shop Steward Class
- E. School Board Minutes
- F. Union Minutes
- G. Other matters pertaining to drivers.

A seniority list shall be posted to serve as guidance on all routes, trips, and job openings in the District. This list shall be maintained and updated by the Transportation Supervisor.

Seniority board dates are determined by the first day of continuous employment (hire date) with the school district. Employees who take an approved unpaid leave of any type for more than ninety (90) school days will not receive seniority credit unless such leave is for medical reasons and the district is provided with a doctor's note requesting such leave prior to leave approval.

**Section 12.28 - Team Leaders** A bus driver Team Leader will be assigned by seniority from each elementary school to include secondary schools to help with minor problems related to student transportation. Bus drivers will report their student and other transportation related problems to the Team Leader, who in turn will report them to the school Principal or designee, and when necessary, to the Supervisor of Transportation.

Team Leaders will be paid a premium of an additional \$0.10/hour for the responsibility.

For just cause, the Supervisor of Transportation shall have the authority to terminate the employee's position as Team Leader and replace him/her with another senior driver during the year when necessary.

## **FOOD SERVICE**

**Section 12.29 Assignment of Additional Time** When additional time is required as a result of employee absence(s), workload fluctuation, emergencies or any other reason, such additional time shall be assigned to the regular hourly employees of the affected site.

**Section 12.29.1 Catering** An extra work sign up sheet will be distributed to employees once a school year. Interested employees will return the completed form to the Food Service Director and provide a copy to the Union. Premium pay of .50 cents per hour will be paid to employees performing catering duties.

**For Onsite Events:**

If catering an event is being performed at a specific school during the school year the employees at that school shall have first right of refusal or additional time. A list of employees from that school shall be used on a rotational basis by seniority by annual sign-up sheet. The sponsoring group may ask for a specific current food service employee(s).

**For Offsite Events:**

If catering event is performed offsite during the school year and during normal food service hours the extra work shall be equitably assigned among available qualified employees at the main food supply company drop schools. (currently

but not limited to Marysville Pilchuck High School, Marysville Middle School, Totem Middle School, Cedarcrest Middle School, and Quil Ceda Elementary School).

**For Offsite Not During School Year:**

If catering event is being performed offsite at anytime through the year and outside of normal food service hours the extra work will be equitably assigned among available qualified employees on rotation by seniority according to annual sign-up sheet.

**Section 12.29.2 – Food Service Timesheeting** - At the beginning of each school year, time utilized in the development of kitchen operation shall be timesheeted without adding time to pay plan. After October 1 of each year, Section 13.12 Timesheeting will apply.

**PARAPROFESSIONALS**

**Section 12.30 - Paraprofessionals Assigned to Busses** To be eligible for a bus route Paraprofessionals must apply to Human Resources. An applicant pool by seniority of hire date as a Paraprofessional will be kept in the Learning Support Services Department.

A paraprofessional's assignment will begin each new school year with the hours that they ended with the previous year. After the annual bus re-bids Learning Support Services will be notified of existing routes and changes. On or before the second Monday in November, bus Paraprofessionals will be afforded an opportunity to apply for posted bus paraprofessional positions using the Marysville School District application process. Seniority will be the determining factor when filling these positions until the next November bid process.

A mandatory in-service of at least four (4) hours will be held annually before the beginning of each school year to review district policies and/or changes in state or federal regulations.

Acceptance of a route must clearly guarantee that there is not a conflict in existing, basic assignment hours and that no basic assignment adjustments will be made in order to accept a route. Infrequent, predictable schedule changes should be reviewed by the Paraprofessional or the Learning Support Services Department for consideration prior to selection of routes.

Paraprofessionals being hired for a bus route will be contracted for the hours of the route assignment and paid over a twelve month or prorated period with accompanying benefits. It is the responsibility of the Paraprofessional to record daily all reduced or extra minutes on a monthly time sheet. All bus routes are subject to contractual elimination. Any Paraprofessional who is assigned to a bus route that is eliminated goes

back to the Pool. If additions to a route should cause an employee to exceed 40 hours per week the district and the union should meet to determine the solution.

**Section 12.31 - Opening of Schools** The building principal shall be authorized to allocate thirty-two (32) hours for two (2) or more paraprofessionals prior to the opening of school each school year. Paraprofessionals will be chosen according to availability, interest, qualifications, and building seniority. Principals have the authority to employ additional Paraprofessional with their building budget funds.

**Section 12.32 - Employee Equipment**

A. The District shall provide safety vests and any other safety gear required by law to all crossing guards.

B. The District will furnish a safety kit to each Paraprofessional assigned to playground duty.

**Section 12.33 – Class Size** Paraprofessionals shall be assigned responsibility for instruction of not more than six (6) students at any one time.

**Section 12.34 - Health Room Assistants** - As of November 1, 2007 all Health Room Assistants designated time will be allotted for Health Room only. Any extra Paraprofessional time will be adjusted at the beginning and end of the Health Room Assistants' shift.

Health Room Assistants shall be informed of any medical condition that would impact the Health Room while a student is in the HRA's care. The HRA shall also have access to all student's health plans, immunization records, IEPs, 504 plans and/or public health records from the cumulative file.

HRAs shall be assured access to a computer and training necessary to view and enter data regarding student health issues.

All Health Room assignments will be determined annually through labor management. However, HRA pay plan hours will not be affected based on their seniority according to Section 4.5. The District will work to the best of their ability to ensure on a daily schedule when the HRA is at lunch or on break from the Health Room, the substitute shall be an employee from the Para-Professional classification within the building with Health Room training.

In secondary schools with enrollment of 500 students, HRAs will be assigned three (3) days of set-up time prior to the beginning of each school year. In all other schools two (2) will be allotted with additional time added depending on student enrollment.

## **ARTICLE 13**

### **SALARY PROVISIONS AND SCHEDULES**

**Section 13.1 - Salary Schedules** The District agrees that money allocated by the legislature for classified personnel salaries be applied to salaries and increments for the school years. Salary rates for September 1, 2007 through August 31, 2008 are listed in Appendix A. The salary schedule for 2008-2009 shall be based on State flow through. The salary schedule for 2009-2010 will be based on a minimum of 2.5% increase or state flow through, whichever is higher.

**Section 13.2 - Regular Employees Working as Substitutes** Regular employees working as substitutes outside their classification will be paid at the substitute rate of pay, unless requested to do so by the District. Substitute employees do not receive any benefits except mandatory retirement contributions as required by law until such time as they are hired on a permanent basis.

**Section 13.3 – Substitute Rate of Pay** The Union and the District will annually meet and confer over the substitute rate of pay for each classification covered by this Agreement.

**Section 13.4 - Certification Stipend** Certification Program Employees are encouraged to develop standards of excellence in school food service through continuing education. The certification program as established by the School Nutrition Association is recognized by the District as a means of achieving excellence. Employees who achieve certification pursuant to School Nutrition Association program at Level I, II, or III will be eligible for additional compensation each year as specified in Appendix A of this Agreement. Verification of certification completion will be made by the District Supervisor of Child Nutrition Services in a meeting with the Union Certification chairperson. In the event that an employee fails to become re-certified, the employee will be dropped from the certification program and the added compensation will terminate as of the month in which certification is no longer effective.

**Section 13.4.1 - Registration/Tuition Reimbursement** The District shall reimburse employees the cost of registration/tuition if enrolled in a class/seminar that leads to certification in the School Nutrition Association (SNA). All class(es)/seminar(s) must be taken during the school year or WSNA/SNA conferences or classes during the summer and must be pre-approved by the District Supervisor of Child Nutrition Services. All registration and tuition costs shall be reimbursed upon the successful completion of the class/seminar and shall not exceed \$1,000 per employee per year (September 1 through August 31). To be eligible for reimbursement, employees will be limited to taking one class at a time; i.e., any additional class/seminar will be subject to pre-approval after the completion of the previous class/seminar.

**Section 13.5 - Salary Credit for Non-required Job Related Training**

Employees may earn a salary enhancement of 3.5 cents per hour by applying for and receiving salary credits. One salary credit may be earned for every eight (8) hours of pre-approved, non-required, job related training. A total of three (3) salary credits may be earned each year with a maximum of seventeen (17) salary credits earned in a career.

Salary credit events must be taken voluntarily, must receive the signature of the supervisor on the District application form, and the District must not have compensated the employee in any way. (e.g. pay for salary work hours, tuition, registrations, mileage, materials, etc.)

Salary credit will be earned at district-wide, announced, Central Office sponsored training events. Classes repeated for job related training will be used only once for a salary credit. Training hours not totaling the eight (8) required for a salary credit, will be accrued for four (4) years. If not completed within four (4) years they will be lost.

Salary credits must be earned between September 1 and August 31 of each year. Completed application forms with class criteria attachment must be submitted to Human Resources by August 31. All salary credit earnings for this period of time will be calculated to enhance the employee's salary effective with the September payroll of the year following the earnings.

**Section 13.6 - Reimbursements** When an employee is required to attend district or department training/meetings he/she shall be paid at the employee's salary rate, or the overtime rate if applicable. All associated costs submitted for reimbursement by the employee will be paid by the District consistent with School Board policy.

**Section 13.6.1- District Training and Meetings** Training required by the District (with the exception of training which is required as a condition of initial employment) shall be paid at the salary rate of the employee. Attendance at District or department meetings when required shall be paid at the salary rate of the employee, or the overtime rate if applicable.

**Section 13.6.2 - Reimbursement for Expenses** (Wages excluded)  
Employees may be provided an opportunity to attend and participate in select workshops, conferences and in-service classes when prior approval is recommended by their Supervisor and approved by the District. All approved costs submitted for reimbursement by the employee will be paid by the District consistent with School Board policy.

**Section 13.6.3 - Food Handler's Card** The District will compensate Food Service employees through their pay warrant for the cost of maintaining their food handlers card.

## **Section 13.7 - Health Benefits**

- A. The District shall provide insurance premium payments toward premiums of approved group insurance programs in accordance with the provisions and options outlined herein. The enrollment of new employees shall be completed within the time specified by the insuring company. All members within this negotiating unit will be pooled together during the months of September, October and November of each new school year to establish their monthly benefit allocation. All eligible members contracted less than full time but at least half time shall have their insurance benefits prorated in accordance with their FTE weighted equivalency.
- B. The insurance benefit pool shall be created by taking the total FTE number of employees based on 2080 annual hours then convert these "position" FTE's to "benefit" FTE's values utilizing a 1,440 annual hour base. The benefit FTE times the monthly state support amount plus a district contribution of \$22.70, less the State mandated monthly "Carve-Out" equals the membership's adjusted monthly allocation value. This value times the membership's total benefit FTE equals the total monthly benefit pool available to eligible members. It is the intent of the District to pass through any future increases in the State support amount and to assess any future increase in the State mandated Carve-out.
- C. From the insurance benefit pool described by "B" above, up to the allowed amount per employee per month will be contributed to approved medical plans and other approved insurance programs. The following options shall apply:
1. The District shall first pay the total premiums for a dental plan for employees and their designated dependents.
  2. The District shall next pay the total premiums for a long-term disability program for employees.
  3. The District shall next pay the total premium for either a vision care plan for employees and their designated dependents or a life insurance plan for employees only. The Union shall determine which of these options is to be implemented, and shall notify the District of the specific vision care or life insurance plan chosen on or before September 15 of each school year.
  4. Of the remaining portion of the total monthly amount allowed per employee per month, the employee may choose to have the balance applied to a mutually agreed upon medical insurance program.
- D. The District agrees to allow the Union to participate in the IRS Section 125 Flexible Pay Plan.
- E. Approved insurance programs are those which are agreed to by the District and the Union, and are in conformance with State law.

F. If any changes result in overpayment by the District of pooled employee benefits, then an adjustment will be made at the time of recalculating insurance benefits in October or November annually.

G. All School District employee benefits shall be provided to employees in conformance with State law, and shall be agreed to by the District and the Union on an annual basis.

H. Union officials will be provided a detailed report of District pooling calculations prior to the submission of the September and October payrolls annually.

**Section 13.7.1 – Immunizations** All Paraprofessional IIs and HRA's shall be provided Hepatitis B immunizations as needed and influenza shots annually.

**Section 13.8 - Pay Period** Employees will be paid over twelve months for hours worked.

**Section 13.9 - Longevity Pay** Employees who have worked for the District fifteen (15) years will be granted thirty (\$30.00) dollars longevity pay per month for each month worked (10 months). Employees who have worked for the District twenty (20) or more years shall be granted fifty-five (\$55.00) dollars longevity pay per month for each month worked (10 months). Employees who have worked for the District twenty-five (25) years will be granted (\$75) longevity pay per month for each month worked (10 months). Those working beyond the school term shall be paid equitably for each additional month worked. A qualifying month beyond the ten (10) months would be one in which an employee worked (or was on paid leave) for at least 50% of the contractual workdays available.

Beginning with the fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) years of service respectively, employees will receive the specified amount of longevity pay retroactive to their anniversary month.

Employees shall receive such retroactive longevity payment on their September paycheck.

<b>Years of Service</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>
15 years	\$30.00	\$35.00	\$40.00
20 years	\$55.00	\$60.00	\$65.00
25 years	\$75.00	\$80.00	\$85.00

**Section 13.10 - Stand-by and Call-Back Pay for Security Officers** Employees required to remain available for immediate call back shall receive one half (½) their regular rate of pay for all hours on stand-by. When an employee is called back to work from stand-by or otherwise, the employee shall receive a minimum of two (2) hours at

time and one half (1 ½) their regular rate of pay. Multiple call outs in an eight (8) hour shift shall accrue until two hours of work has been accomplished.

**Section 13.11 - Call-Back Pay for Other Than Full-time Employees**

Employees who are called to respond to an emergency at work outside of their regular work hours will receive a minimum of two hours pay at their regular rate of pay. Compensation shall begin when the employees receive the phone call and ends when they leave the facility.

**Section 13.12 – Time Sheetting** All hours time sheeted relevant to your position assignment (excluding professional development) beyond an employee’s regularly contracted time for a total of thirty (30) work days will be applied to the contract and benefits will apply accordingly. For Transportation refer to Section 12.6.1; for Food Service, refer to Section 12.29.2.

**ARTICLE 14**

**PROFESSIONAL DEVELOPMENT**

**Section 14.1 - Professional Development Committee** The district commits to provide training and resources necessary for all employees to meet statutory and district requirements. The District and SEIU 925 agree to mutually determine the specific professional development programs for each school year. This professional development plan will reflect statutory requirements, salary credits, and identified needs and for district required training. Statutory and/or district required trainings are outlined (Attachment B) Matrixes.

**Section 14.2 - Annual State Conference** The District will pay the registration fee, travel lodging and per diem expenses for five employees attending their Annual State Conference.

**ARTICLE 15**

**SEVERABILITY**

**Section 15.1 - Provisions Declared Invalid** In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**Section 15.2 - Contrary to Law** If any provision of this Agreement is held to be contrary to law, the parties by mutual agreement, within ten (10) working days, shall commence bargaining on said provision.

**Section 15.3 - Labor Agreement/Board Policy** Should a conflict occur between provisions of the labor Agreement and the Board policy, the terms of the labor Agreement shall prevail.

**ARTICLE 16**

**ADOPTION AND RENEWAL**

**Section 16.1 - School Board Commitment** In adopting this Agreement, the Marysville Board of Directors expresses its desire to promote the best salaries and working conditions for employees based upon the available revenues to the District.

**Section 16.2 - Effective Dates of the Agreement** This Agreement shall be in full force from September 1, 2007 through August 31, 2010. If either the Union or the District desires a modification of this Agreement, the Agreement may be opened by mutual consent. Both parties agree that in the event that money is provided for classified salary increases, at anytime during this negotiated Agreement, said money will be applied to salaries and increments.

This is to certify that this Agreement was adopted by the Marysville Board of Directors as found in the minutes of their meeting

**MARYSVILLE SCHOOL  
DISTRICT NO. 25**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION (SEIU)**

\_\_\_\_\_  
**Dr. Larry L. Nyland , Superintendent**

\_\_\_\_\_  
**Matt Wood, S.E.I.U. Local 925**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Terry Brandon

\_\_\_\_\_  
Colleen Bradley

\_\_\_\_\_  
Jim Baker

\_\_\_\_\_  
Sonia Schei

\_\_\_\_\_  
Gregg Kuehn

\_\_\_\_\_  
Marianne McCullough

\_\_\_\_\_  
Debbie Harris

\_\_\_\_\_  
Diana McCarthy

\_\_\_\_\_  
Mike Rainwater

\_\_\_\_\_  
Terri Dawson

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**MARYSVILLE SCHOOL DISTRICT**  
**And**  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925**  
**FOOD SERVICE EMPLOYEES**

This MEMORANDUM OF UNDERSTANDING regarding a joint workgroup of six (6) Union members to be determined by the Union representing Food Service and four (4) District staff will analyze wage and job classification data of other school districts food service departments.

The work will begin no later than 90 days after ratification of this agreement and conclude no later than June 1, 2008. The workgroup will determine the specific School Districts to gather data from.

The goal of this workgroup is to determine if the Marysville School District Food Service Department job classifications and titles are comparable to nearby Districts as determined by the workgroup.

The data collected will be presented to the SEIU Local 925 and Marysville School District Labor Management Committee for approval.

**SEIU, LOCAL 925**

**MARYSVILLE SCHOOL DISTRICT**

\_\_\_\_\_  
Matthew J. Wood  
Organizer/Representative

\_\_\_\_\_  
Terry Brandon  
Human Resources Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreement for Transition to Success Students  
SEIU 925 and Marysville School District 9-05**

In October and February of each school year, the District will provide the union with the following information about the TTS program: where each student is working in an SEIU 925 bargaining unit along with their position, duties to be performed, number of hours per day/week, expected duration in this position, and who will do the evaluation and supervision. The District will provide updated information on students who are in the same position beyond their end date, not to exceed one six months.

Wherever TTS students are placed, the District and the Union will meet with the affected workers to discuss the specifics of how the program will work at a particular site and what the plan for each TTS student will be at the site. Specific written jobs/duties for each student (a number will be used instead of the students name) will be shared with those with responsibility for the student(s), with a copy to the Union.

Adequate staffing must be in place prior to student doing bargaining unit work. Staffing issues will be resolved at the Labor/Management Committee. Students will not be paid as they are there for career development.

Bargaining unit members responsible for evaluating and/or supervising of TTS students will be able to time-sheet as needed additional time required to perform these duties. These additional requirements will be clear from the start and in writing for those evaluating and supervising TTS students

Upon request, bargaining unit members working with TTS students may request pertinent confidential information on students they are working with.

\_\_\_\_\_  
Colleen Bradley, SEIU 10 President

9/26/05

\_\_\_\_\_  
Dan Gilman, SEIU 10 Organizer/Representative

\_\_\_\_\_  
Gail Miller, MSD Assistant Superintendent

SCHEDULE A  
**Marysville School District**

**SEIU 10 Month  
Salary Schedule #07 - L1  
September 1, 2007 - August 31, 2008**

(Classifications in bold) Position		Steps		
		01	02	03
<b>Transportation</b>				
01	Bus Drivers	16.99		18.37
02	Assistant Dispatcher	18.43		19.91
<b>Security</b>				
03	Security Specialist	18.84		19.92
04	Lead Security Specialist			22.05
<b>Paraprofessionals</b>				
05	Bus Paraprofessional	14.91		16.02
06	Paraprofessional 1	14.91		16.02
07	Paraprofessional 2	16.02		17.12
08	Health Room Assistant	16.02		17.12
<b>Child Nutrition</b>				
09	Central Kitchen Manager - Elem/Sec			16.61
10	Kitchen Manager - Secondary	14.50		15.51
11	Asst Kitchen Manager - Secondary	13.26		14.27
12	Kitchen Manager - Elementary	13.78		14.89
13	Food Service Assistant 1	12.48		13.51
14	Food Service Assistant 2	13.15		14.13
<b>50 cent per hour catering premium, 30 cent wheelchair premium 3% evening shift differential for security</b>				
16	<b>Casual Labor</b>	13.80		
SNA Food Service Stipends: Level I     \$100 Level II    \$200 Level III   \$300 Each stipend is paid annually divided equally between twelve pay periods.				

# Para-Professionals Training Matrix

Position	NCLB	First Aid/CPR	Basic Competencies 2,5,6,8,11,12,13	Advanced Competencies (All 14)	Assignment Specific Training	Citrix Sys.	Secure Train.	Special Ed. Low Incidence Training
Para-Educator		X	X					
Para-Pro 1	X	X		X	X			
Bus Para		X	X		X	X		
Para-Pro 2	X	X		X	X		X	X
HRA	X	X		X	X	X		
Substitute	X	X	X		X			

## Food Service Training Matrix

POSITION	Safety Training						
	First Aid CPR	Serve Safe	Core Comp.4,5,8,1	Frontline Training	Manager Training	ASFSA Certification	Knife/Slicer
Central Kitchen Manager	X	X	X	X	X	X	X
Secondary Kitchen Manager	X	X	X	X	X	X	X
Elementary Kitchen Manager	X	X	X	X	X	X	X
Lead Assistant	X	X	X	X	X	X	X
Food Service Support	X	X	X			X	X
Food Service Worker	X	X	X			X	X
Substitute	X	X	X			X	X

# Transportation Training Matrix

ROUTE ASSIGNMENTS	Current CDL with School Bus Endorsement	Core Competencies 5,8,11	Wheelchair and carseat, harness operations	Core Competencies 4,6,12,14	Radio Procedure	Hands on Snow Chain Operations
Transportation Dispatcher	X	X	X	X	X	X
Regular Driver	X	X		X	X	X
Special Ed Driver	X	X	X	X	X	X
ECEAP Driver			X	X	X	X
Substitute	X	X	X		X	X

# Security Specialist Training Matrix

POSITION	Core Competencies 4.5,8,12	De-escalation and Secure Training	Student Bullying/Harassment Prvention & Interventi	Supervisor Training	SRO Training	DEM Incident Command
Security Specialist	X	X	X			
Security Specialist Lead	X	X	X	X	X	
Substitute	X	X				X