

COLLECTIVE BARGAINING AGREEMENT



MARYSVILLE SCHOOL DISTRICT NO 25

AND THE

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL NO 925**



12 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 - Regular Employees

The District agrees to recognize the Union as the sole and exclusive bargaining agent for custodians, groundskeepers, maintenance, mechanics, warehouse and print shop operators. 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 – Recognition – Substitutes

The District agrees to recognize the Union as having the right to represent substitute employees who work more than 30 days in a year.

Section 1.3 - 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 1.4 - Negotiations Relative to Agreement

All questions, problems and differences relative to this Agreement shall be jointly and thoroughly considered by representatives of each of the parties, with the view toward arriving at mutually satisfactory resolutions. Each party will bear the costs of attendance of its representatives at bargaining-related meetings and at negotiations sessions for successor contracts.

ARTICLE 2 - DISTRICT RIGHTS

Section 2.1

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

The Union agrees with the objective of achieving the highest level of employee performance and production consistent with safety, health and sustained effort. Both the Union and the District will use their best efforts to effectuate this objective.

Section 2.3

The Union recognizes the responsibility as the exclusive bargaining agent of employees covered under the terms of this Agreement, and therefore 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 2.4

Reasonable application of these rights shall be made by the parties. Where matters covered in this Agreement are also regulated by outside law, the bargained provisions are interpreted as co-extensive in scope with the outside legal requirements, unless broader coverage is clearly required by the language and bargaining history.

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, or pay the appropriate "agency shop" or "fair share" fee, 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 bona fide 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 – Probationary Employment

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, or begin paying the agency shop/fair share fee, no later than ninety (90) workdays from date of hire. Newly-hired employees shall be considered on a probationary period for ninety (90) workdays and may be discharged at the District's discretion.

Section 3.3 – Maintenance of Union Membership

Employees failing to maintain existing membership in the Union, or to pay an agency shop/fair share fee as an alternative to existing membership, may be terminated following reasonable notice and an opportunity to cure.

Section 3.4 - Union Meetings

Employees shall be authorized to modify work schedules to attend Union meetings on District time if pre-approved by the supervisor; as long as user groups are covered.

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. Any request to negotiate proposed changes of policy on the agenda that affect this Agreement shall be submitted in writing by the Union to the Superintendent no later

than 5 p.m. on the day of the Board meeting. Where there is a conflict between provisions of the labor Agreement and the Board policy the terms of the labor Agreement shall prevail.

Section 3.6 – Staff Development

Members of SEIU Local 925 covered by this agreement shall have 300 hours total release time for special skills training and staff development as requested by the SEIU Chapter President per school year. Employees shall be required to request leave in writing to the supervisor a minimum of five (5) working days prior to release.

When a member of SEIU Local 925 covered by this agreement uses this bank of hours, the District will bill the Union for the cost of a substitute, unless the District does not substitute to fill in for the employee, or to make up for lost productivity, within a year. The District has the right to deny persons this leave based on the needs of critical district services within the job duties. Both parties agree that no employee will be released to attend training that would be adverse to the mission or operations of the District as determined by the District.

Section 3.7 – Posting of Union Materials

The District will continue to provide a space in each building where Union materials may be posted.

ARTICLE 4 - DEFINITIONS

Section 4.1 – Regular Employee

An employee who works on a regularly scheduled basis, eight (8) hours or less per day, for twelve (12) months a year.

Section 4.2 - Substitute Employee

A person, not a regular employee of the district, hired on an interim hourly basis, usually to fill the absence of a regularly scheduled employee. Only Article 1, Article 2, sections 5.3, 8.4, 13.1, and Article 14 will be applicable to substitute employees. Substitutes do not receive benefits.

Section 4.2.1 Temporary Employees

A Temporary Employee is an employee who fills in for a regular employee who is on a leave of absence for 30 days or more. A Temporary Employee will be eligible for health benefits, vacation, holidays and other provisions enumerated in Section 4.2. A Temporary Employee will not accrue seniority. A Temporary position opened by an employee who is on a leave of absence for more than 30 days will be posted in-district for 5 days. Interested employees within the same classification as the employee taking a leave of absence, may submit a letter of interest to Human Resources. Employees who are not currently working under a Plan of Improvement may apply. If there is more than one employee requesting the position, then seniority will be the determining factor. If an existing employee accepts a temporary position they will be able to return to their original position once the temporary position ends. If no employee makes a request the district will post the position for 5 days for substitutes only. The district will screen files and hold interviews to determine the most qualified candidate. The substitute employee awarded the position will be called a Temporary Employee under Section 4.2.1

Section 4.3 – Open Position

Any newly created position to be filled or any previously existing or continuing position to be filled to which no existing employee will be assigned by the District.

Section 4.4 - Seniority

Seniority shall be continuous length of service as of the first date of employment as a regular twelve-month employee under this agreement.

For promotional purposes, seniority shall be continuous length of service within a classification as identified in the salary schedule as of the first date of employment in said classification as a regular employee, and shall be effective under the terms of this Agreement.

Seniority service will not be recognized when an employee is on unpaid leave in excess of a semester of the school year, more fully described in Section 6.1.5.

This section shall have no bearing on Reduction in Force language, which is controlled by Section 5.11.

Section 4.5 - Position

The term “position” shall mean a specific job title worked within a classification.

Section 4.6 - Classification

The term “classification” shall include A) Maintenance, B) Transportation, C) Warehouse, D) Print Shop, E) Grounds, F) Custodian, G) Substitute, as set forth on the salary schedule.

Section 4.7 - Shift

The time period in which an employee works i.e. days/swing/graveyard.

Day shift will be defined as any shift that begins after 4:00 a.m.

Swing shift will be defined as any shift that begins after 12:00 p.m. (noon).

Graveyard shift will be defined as any shift that begins after 8:00 p.m.

Section 4.8 – Assignment.

An employee’s assignment will be defined as the job description, shift and specific building or specific department.

ARTICLE 5 - TERMS AND CONDITIONS OF EMPLOYMENT

Section 5.1 – Experience Credit – New Employee

New employees will receive recognition for public school experience for salary placement consistent with State law.

Section 5.2 – Change in Position

Employees transferred from one like position to another or from one building to another, shall receive the regular salary being paid for the position or building to which he/she is transferred, at the time the transfer becomes effective. An employee may request an explanation from the District in writing setting forth the reasons for the transfer. The District shall discuss and confer with an employee and the Union where there are

changes in job responsibility. The Union reserves the right to negotiate the wages when there is a change in position currently covered by this Agreement or job duties of an employee.

Section 5.3 – Compliance with District Policies and Procedures

Employees shall comply with all District policies and procedures adopted by the Board of Directors.

Section 5.4 – Pay Period Schedules

All twelve (12) month employees shall be paid on a twelve (12) month basis, based on the employee’s assigned salary rate.

Section 5.5 - Travel

If an employee is assigned to two (2) or more buildings, travel time from one building to another shall be included in time worked for purposes of calculating overtime, sick leave, vacations and other benefits of this Agreement.

Section 5.6 - Salary Rates

Salary rates shall remain constant to the end of the fiscal year, except for change of positions. The District shall open this Agreement for the purposes of bargaining salaries subject to State funding provided for classified personnel covered by this Agreement. The Union reserves the right to bargain when additional responsibilities are added beyond those of the basic assignment for an existing position. The District will make reasonable effort to inform the Union when additional responsibilities are anticipated. When either the District or Union becomes aware that such a change may have occurred, the other party will be informed and both parties will attempt to resolve the issue within ten (10) working days.

Section 5.7 - Experience Credit for Salary Increment

A salary increment shall be granted when an employee has been continuously employed for more than one-half (1/2) of the previous school year, i.e., at least since February 28.

Section 5.8 - Application of Seniority

Seniority will prevail in the following manner:

<u>Issue</u>	<u>Section</u>
1. Vacation	9.3
2. Vacant/Open Positions	5.10.1
3. Promotion	5.9
4. Layoff/Recall	5.11 and 5.12

Section 5.9 – Promotion To a Lead Position

An open Lead position shall be posted in all buildings and departments. An employee within the same classification may apply for the posted position by submitting a letter of intent to Human Resources no later than the date of closing. All employees who are not currently working under a Plan of Improvement may apply and will be considered for the promotion. Promotion to a higher position within the same classification shall be based on the following:

- 40% by exam intended to measure the person's knowledge, skills and qualifications to lead a crew.
- 30% by Interview with questions determined by mutual agreement between the District and SEIU 12.
- 30% by Seniority as defined under Section 4.4.

Any employee applying for a position as a promotion within a classification who is passed over for promotion shall, upon written request, be given a written notice of such by his/her supervisor with ten (10) workdays 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 the Human Resources Director or designee 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 for promotion.

Promoted employees shall be under a 45 work-day probationary period and will be initially evaluated on or about the 20th day, and again on the 45th 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 5.10 – LATERAL TRANSFERS

If an employee desires to make a lateral transfer to the same position within the same classification that employee may notify Human Resources 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 not on a plan of improvement. Transfer requests will be granted prior to consideration of other applicants.

If an employee vacates the position of their lateral transfer within the first two weeks, he/she will return to their formerly held position and the next most senior person who requested a lateral transfer will be placed in that position.

5.10.1 Involuntary Transfer The need for an 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 two (2) days notice and shall remain on the same shift

Section 5.11 - Reductions in Force

Should a lack of funds make necessary a reduction in any classification the following steps shall be used:

- 1) When the District becomes aware that a RIF may be necessary, they will notify the Union in a timely manner. Within 10 working days of notification appropriate representatives from the Union and District will meet to review the issues and process. The Union and District will work together to review all possible alternatives.
- 2) In the event that no alternative can be agreed to, the District will notify each member of the affected classification in writing and ask for volunteers. If there are not volunteers within 20 calendar days of the mailing, the process will move to Step 3.
- 3) The employee with the least seniority within the classification shall be laid off, unless number 4) below applies.
- 4) In the case of RIF process only, the employee reserves the opportunity to return to a former position in another classification by retaining district seniority accrued in any previous classification.
- 5) In the event that there is any open position available, the employee will be considered for that position based on their qualifications according to Section 5.9.

Section 5.11.1 Notice to Employee

When the district determines that a RIF within this bargaining unit may be necessary, all employees that could be affected will receive a thirty (30) working day warning notice. Employees will receive fifteen (15 working days notice of definite layoff.)

Section 5.12 - Re-employment Pool

Employees reduced in force under Section 5.11 shall be given first opportunity for re-employment based upon the criteria used in Section 5.11. Names shall remain on the re-employment list for one (1) year from the beginning of the school year following discharge. Employees shall retain accrued sick leave, vested vacation rights, and seniority for a period of twenty-four (24) months. A member of the pool shall not accrue additional benefits or rights during this time.

Each individual of the pool shall file his/her address in writing with the District's 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.

An individual shall forfeit rights to re-employment, accrued benefits, and seniority if:

- a. Failure to comply with the address requirements.
- b. Failure to respond within ten (10) days to an offer of employment by the District.
- c. Rejection of an offer for re-employment.

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 - District Training and Meetings

Training authorized by the District shall be paid at the salary rate of the employee. Attendance at District or department meetings shall be paid at the salary rate of the employee if required to attend, or the overtime rate if applicable. Reasonable expenses including meals, mileage, parking and required materials will be reimbursed by the District per District policy.

Section 5.15 - Personnel File

An employee's personnel file may be reviewed by the employee by notification to the Human Resources Department in advance of the request to review the file during regular office hours. An employee may request a copy of any communication placed in the employee's personnel file.

Section 5.15.1 - Letter of Reprimand

After a request by an employee in writing, any letter of reprimand shall be removed after a period of two (2) years provided that the incident referred to does not reoccur, 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 and schedule wage negotiations for changes therein.

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 contract year.

Section 5.18 - Posting Hours/Open Positions

When an employee has been granted a Leave of Absence for more than sixty (60) work days, that position shall be posted within ten (10) workdays of the approval of said leave.

Positions vacated as a result of a promotion will be posted as temporary 'Promotion Trial Period' until the 45 day probation period has been satisfied as referenced in Section 6.2.9.

The District shall post any position that has been permanently vacated within ten (10) workdays from the day the position has been known to be permanently vacated.

Section 5.19 – Return to Light Duty Work

Employees may be allowed to return to work under light duty from a job related injury or

medical leave to work assigned by the District, provided they are able to perform the duty of the job so assigned.

Section 5.20 - Job Protection

No member of management, teacher, unpaid helper, 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.

The District agrees not to sub-contract out the work normally performed by the employees, except for an emergency. In the event that bargaining unit work is contracted due to an emergency, the District will report to the Union the nature of the emergency, the contactor used and the total dollar amount paid

When a project, volunteer or otherwise, requires overtime based on workload, funding, time frames, etc, the District will assign the work to the specific department. If no employee is available to complete the project, the job will be put out to the public works process. The determination of individual overtime assignments by department will be made through the Labor Management Committee process.

Volunteer or Community Support projects are subject to the mutually agreed upon Maintenance department approval procedure

Section 5.21 - Employee Performance/Evaluation

1. All new employees to the district will be evaluated within the first 90 workdays (refer to Section 3.2); 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. Annual evaluations are considered to cover the period of September 1 through August 31 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. "Needs improvement" ratings are not considered to be an overall unsatisfactory rating.
5. If the employee disagrees with any of the written reports of observations and/or evaluation, the employee may submit a statement concerning the points of disagreement within ten (10) days of the final evaluation conference to be attached to the original evaluation. The written statement will be included with the original evaluation in the employees 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 plan of improvement. 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. This plan will be developed by the supervisor, the employee, and an appropriate member of the Human Resources Department.

ARTICLE 6 - 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 6.1 – Sick Leave (Cumulative)

Section 6.1.1 - Sick Leave

A twelve month employee is entitled to and will be credited twelve (12) 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. 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. Part-time employees will be credited with prorated sick leave based upon the length of actual employment. In the event an employee should terminate employment having used, because of advance crediting, more sick leave days than entitled, adjustment to salary due but unpaid or procedures for repayment will be implemented by the District as appropriate.

Section 6.1.2 - 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 pre-planning 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 6.1.3 - 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 6.1.4 - Health Care Professional Statement

An employee claiming sick leave benefits for more than five (5) consecutive work days may be required by the District to submit a written statement from the employee's health care professional which outlines the need for continued absence for medical reasons.

Section 6.1.5 - Attendance Incentive

An employee who has perfect attendance within half a fiscal year shall be allowed one and one half (1.5) additional days to be added to the employee's vacation bank. Employees using judicial leave, bereavement leave, or personal days will not be considered absent for the purpose of this Section. The maximum amount of days added to the vacation bank shall be three (3) days of vacation per year non-accumulative.

For purposes of clarification, the first half fiscal year shall be September 1 through the last working day in February, and the second half fiscal year shall be March 1 through August 31.

Section 6.1.6 – 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 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.

Section 6.1.7 - 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 6.1.8 - Family Medical Leave (FMLA)

Family Medical Leave will be administered in accordance with State and Federal laws.

Section 6.2 - Other Leaves (Non-cumulative)

Section 6.2.1 - Personal Leave

Employees shall accrue two (2) personal leave days per year on a non-accumulative basis. Personal leave days are on a use or lose basis per fiscal year.

Section 6.2.2 - Bereavement Leave

An employee shall be allowed up to five (5) days leave with pay, non-cumulative, at the time of death of any relative residing in the employee's household and/or the following family members: Spouse, parents, children, or siblings of the employee or spouse.

The employee shall be allowed up to three (3) days leave with pay, non-cumulative, at the time of death of any of the following family members: father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, and grandchild.

In situations where personal problems are a result of bereavement, the staff member may be granted an extended leave of absence without pay, upon approval of the Superintendent of Schools. Such an extended leave shall not exceed ninety (90) days.

Section 6.2.3 - Judicial Leave

In the event an employee is summoned to serve as a juror, or is subpoenaed to appear in court on legal matters relating to Marysville School District 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. The District will continue its practice of automatically making offsetting deductions from the employee's pay, unless the employee reimburses the District for the jury duty compensation, less mileage, in order to preserve his or her normal paychecks and retirement contributions. 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 6.2.4 - Military Leave

Employees who are members of the Washington National Guard or National Military Reserve Units shall be granted military leave of absence for a period not exceeding fifteen (15) calendar days during each year, provided such reservist has been called to active training duty and has made all reasonable efforts to arrange for active training duty during non-work days. The employee shall receive her/his normal District pay, and there shall be no loss of vacation or other benefits to which the employee would normally be entitled.

Section 6.2.5 - Disability Leave

The District, at the employee's request, may grant a leave of absence for a disability, in accordance with federal and/or state law, with or without pay depending on the type of leave and terms of this Agreement. Maternity leave will be considered a medical disability leave in this section.

Section 6.2.5.1 - Application for Leave

The employee shall make application in writing to the Human Resources Office including a written statement by a health care provider concurring that a disability exists in which the employee requires such leave. In emergencies where prior application and approval is not possible, application for leave shall be made within ten working days or, if the

medical condition prevents earlier application, as soon as feasible.

Section 6.2.5.2 - Duration of Disability Leave and Notice of Return

A disability leave, unless otherwise granted by the District, may be requested for a stated period of time up to one (1) calendar year. A request for extension may be considered at the discretion of the District. The District may end a disability leave in the event of termination of the disability when consistent with administration of the school programs and the best interest of the employees. The employee must notify the District in writing one month in advance of a requested extension, and one month in advance of anticipated return from leave in cases where accommodations are requested or where the District reasonably determines to seek an independent medical evaluation (IME) prior to reinstatement of the employee. In all cases, the employee shall have the duty to reasonably and timely cooperate in securing and making available relevant medical information, and the District shall process requests in timely fashion as reasonably feasible; provided, the District shall ordinarily be afforded one week from receipt of necessary information to process requests for reinstatement not involving requested accommodations or IMEs.

Section 6.2.5.3 - Expiration of the Disability Leave

Expiration of the disability leave shall be when the employee's attending health care professional confirms the ability of the person on 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 health care professional of the Employer's choice at any time. Where the employee's health care professional(s) and the district's health care professional(s) disagree with the diagnosis a third health care professional mutually agreed upon by the parties shall determine the disability or the burden of proof falls on the employee's primary health care professional.

Upon expiration of 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 one year if granted for other reasons. Any employee who returns from a Disability Leave other than leave granted due to a job related injury which exceeds one year shall be assigned to a proper open position when one becomes available. Refusal to accept the available position shall terminate the employee from the District.

Section 6.2.6 – Self-improvement Leave

The District, at the employee's request, may grant a leave without pay for self-improvement reasons. The employee must notify the District in writing one month prior to the end of the leave period requested of their intent to either return to work or request an extension.

Section 6.2.7 - Personal/Emergency Leave Time

Employees will be charged either half (1/2) days or whole days when using either

their emergency or personal leave days under the provisions described in Sections 6.1.2 and 6.2.1 of this Agreement.

Section 6.2.8 – Leave Sharing

1. The purpose of this program is to permit District employees to come to the aid of an employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.
2. Employees receiving such leave sharing benefits must have exhausted their accumulated annual leave for illness, injury and emergency, vacation days, and any other paid leave benefits available to them.
3. Employees volunteering to participate in this program will complete a “Leave Share Donation” form and submit it as requested on said form. Sick leave above 22 days and/or vacation above 10 days may be shared up to a maximum of six days per year.

Section 6.2.9 – Promotion Trial Period.

An employee shall be granted a leave of absence for not more than 45 days in order to accept a promotion.

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. If the District finds it necessary to change the normal work-week for individual positions, the District will confer with the Union relative to such changes.

Section 7.1.1 Alternative Work Schedules

When mutually agreeable to the District and the employee, a normal workday may consist of ten (10) hours when the workweek schedule is based on four (4) ten (10) hour days. Other alternative work schedules may be established by the Employer with the consent of the employee involved. Prior to implementation of the alternative work schedule, the District and the Union will review and determine conditions of employment relating to that work schedule. Where work schedules other than the eight hour day work schedule are utilized, the District shall have the right to revert back to the eight hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after sixty working days advance notice to employees. Prior to implementation of a change in work schedule involving the work group, the District will meet with the Union to discuss the contemplated change of schedule. Overtime pay will begin after the 10th hour or end of the designated shift agreed upon by the employee and the District.

Section 7.2 - Work Years with More than 260 Days

Approximately five (5) out of every seven (7) years, the calendar will result in 261 working days (rather than the 260 days by which most employees are paid). For employees to be eligible for a 261st Day Off, the conditions are:

- 1) Must be a 260-day (12 month) employee.
- 2) Must be compensated for an entire school year for the District (not be hired after September 1 or terminate prior to August 31.)
- 3) Time off must not require the hiring of a sub (e.g., for custodians, must occur during the summer or on non-school days).
- 4) Must have pre-approval of the supervisor.

The Human Resources Office will send out notification to eligible employees near the beginning of the new fiscal year. The notice will inform employees that they are eligible for a 261st day off; that the day must be pre-approved by a supervisor; that the day must not result in the hiring of a substitute; and that they will identify this day on their timesheet as the "261st Day". The notification will also inform employees that should they take their 261st Day sometime during the school year and end up leaving the District prior to the end of the contract year (August 31) that they will be deducted this one (1) day from their final pay.

The 261st Day is not accumulative over any future years.

In the event that the work year has 262 working days, the same process will be followed as described above.

Section 7.3 - Overtime

Hours over forty (40) a week, or eight (8) hours per day, except as noted in Article 8, shall be paid at one and one-half (1 ½) times the Employee's regular rate of pay.

Section 7.3.1 - Weekend/Holiday

Hours worked on Saturdays shall be paid at one and one-half (1 ½) times the employee's regular rate of pay; hours worked on Sundays and/or Holidays except as noted in Article 8, shall be paid at two (2) times the Employee's regular rate of pay, excluding those employees whose regular work week includes Saturday and/or Sunday.

Section 7.3.2 - Emergencies

All Supervisor approved "emergencies" that involve overtime pay, regardless of time worked during the week, will be paid at one and one-half (1½) times. District head/lead custodians will not have the authority to approve overtime.

Section 7.4 – Report Time for Work

When an employee is requested and reports back_for work a minimum of three (3) hours will be paid at the employee's appropriate salary rate, unless the time extends into his/her normal workday schedule. In such case, the employee shall be paid the appropriate rate for the extra time worked, unless the employee elects to work a shorter day to complete an eight (8) hour workday. These conditions do not apply to substitute employees. Employees will not be called at home for emergency security matters unless they place themselves voluntarily on a call list. If an employee is called at home the employee will be paid a minimum of two (2) hours for the disruption of being called at home.

Section 7.5 - 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 employees.

ARTICLE 8 - HOLIDAYS

Section 8.1 - Paid Holidays

Employees covered by this agreement will be paid for those holidays occurring during their employment period.

Labor Day (Sep)	New Year's Eve Day (Dec)
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 required to work on a paid holiday shall receive two (2) times the employee's regular rate of pay for hours worked, plus their 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 - VACATIONS

Section 9.1 - Vacation Days

Each employee based on his/her FTE shall receive vacation pay at salary rate paid to employee at time vacation is taken, based on the following schedule:

<u>Employment</u>	<u>Vacation Days</u>
0-5 years service	15 days vacation
6-10 years service	20 days vacation
11-15 years service	25 days vacation
16 plus years of service	28 days vacation

Employees shall be allowed to carry over up to thirty (30) days of vacation per year.

Section 9.2 - Vacation Scheduling

Vacations shall be scheduled and granted on the basis of seniority during the months of June, July, August or other non-student days authorized by the District. Vacations for employees not requiring a substitute may be scheduled at a time acceptable to the District and the employee. In the event that an employee is not able to use vacation because of a conflict with the District work schedule, an employee will be allowed to carry over in excess of the prescribed 30 days, but must use them in the subsequent contract year.

Section 9.3 – Retirement Accrual

Twelve (12) month employees shall be allowed, for the purpose of retirement, to work their final twelve (12) months without vacation in order to be eligible for pay in lieu of vacation. Unused vacation shall be compensable upon termination of employment to a maximum of thirty (30) days.

ARTICLE 10 - TERMINATION OF EMPLOYMENT

Section 10.1 - 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 3.2.

Section 10.2 - Termination Pay

An employee who terminates his/her employment will be eligible for termination pay on a prorated basis in lieu of vacation so long as the employee has worked for the District for twelve (12) months or longer and has provided the District with written notification of termination at least ten (10) working days prior to the termination date.

In the event of an employee being terminated by the District for reasons other than for cause, that employee shall be eligible for termination pay on a prorated basis in lieu of vacation so long as the employee has worked for the District for twelve (12) months or longer.

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 presented in writing and presented to Human Resources 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 Human Resources 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 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 Administration, and the 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.

Section 11.2 - Failure to Submit to Next Step

If the 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 – Employee Allowances

- A. The District will contribute an allowance to be paid in accordance to months worked on the job twice a year (March and September).
 - 1. Mechanics will be provided a uniform service with ten (10) changes of coveralls/uniforms in rotation.
 - 2. The Grounds Personnel will be allowed \$20.00/month for raingear, paid in March and September with appropriate payroll deductions. Other employees may make a request of their supervisor for coveralls used in the performance of their work.
 - 3. Warehousemen will be provided raingear.

- B. A tool allowance of \$45.00/month will be paid to Mechanics per employee, twice a year (March and September), with appropriate payroll deductions.

Section 12.2 – Temporary Position

When a current employee is directed by the Supervisor to perform duties regularly performed by a higher-paid classification or higher-paid position, such employee shall receive a higher rate of compensation during that time. The employee shall be paid at the same step on the higher-paid classification as they are on in their normal classification. All work of this type must be pre-approved by the Supervisor or principal, prior to time worked.

ARTICLE 13 - SALARY PROVISIONS AND SCHEDULES

Section 13.1 – Salary Schedules

Salary rates for September 1, 2007 through August 31, 2009 are listed in Appendix A. The salary schedule for 2009/10 will be based on a minimum of 2.5% increase or state flow thru, 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, or at the entry rate of pay for the temporary position, whichever is greater.

Section 13.3 – Premium Pay

Premium pay of \$.30 per hour will be paid to employees assigned to minor roofing jobs and work in sewage storage tanks, such as occur during the summer maintenance activities. Any employee who works over 30 feet from the ground/floor in a lift bucket or on scaffolding for work approved by the Supervisor shall be paid a premium of \$1.50 per hour. Any exception shall be approved by the Supervisor and the employee concerned. Employees, except lead persons, who work on major roofing and sewer projects as determined by the Supervisor, shall be paid a premium of \$1.00 per hour. An employee will be paid an additional \$1.50 per hour when required to wear protective clothing/devices to remove or repair asbestos. This shall be in accordance with Federal/State laws covering asbestos.

Employees who perform work on units that contain C.F.C. shall be paid an additional \$1.00 per hour whenever they gauge a system.

Any time employees perform tasks where respirators are required, as determined by the Manager or WISHA regulations, they shall be paid an additional \$2.00 per hour.

Section 13.4 – License Fees

The District will provide compensation for Union or State issued licenses or certifications so long as the license or certification is valid throughout the full year and that the type of work performed is specific to the job classification and duties.

Forms for all stipends are available at the Maintenance Office and need to be signed by the Maintenance Supervisor. Effective September 1 of each school year, license fees will be paid according to the following schedule:

<u>TYPE</u>	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>
<u>Level 1</u>			
Electrician License	800.00	825.00	850.00
Plumbing License	800.00	825.00	850.00
Steam Boiler	800.00	825.00	850.00

Refrigeration Operator	800.00	825.00	850.00
Certified Locksmith	800.00	825.00	850.00
Journeyman Carpenter	800.00	825.00	850.00
Journeyman Painter	800.00	825.00	850.00
Mechanic – Diesel/ASE Certified Mechanic	800.00	825.00	850.00
Asbestos Inspector	800.00	825.00	850.00
Pesticide Applicator	800.00	825.00	850.00

<u>TYPE</u>	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>
<u>Level 2</u>			
Pesticide Certified	550.00	575.00	600.00
Playground Inspector	550.00	575.00	600.00

<u>TYPE</u>	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>
<u>Level 3</u>			
Refrigeration Recovery	300.00	325.00	350.00
CDL	300.00	325.00	350.00
Forklift Certification	300.00	325.00	350.00

Section 13.5 – Salary Credit for Job Related Training

Employees may earn a salary enhancement of 3 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 fifteen (15) 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 (i.e. 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 one (1) year. If not completed within one (1) year 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 13.5.1 – Staff Development

The District will provide \$5000 on an annual basis to provide staff development opportunities for SEIU 12 members. Employees may access these funds through Meet and Confer.

Section 13.6 – 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. Annual enrollment for employee group insurance programs shall be no later than September 15 of each school year. The enrollment of new employees shall begin with their employment and shall be completed within the time specified by the insuring company. The full payment shall be granted to all full-time employees. Employees contracted less than full time, but at least half time, shall have their insurance benefits prorated in accordance with their FTE weighted equivalency.

- B. An insurance benefit pool shall be created by taking the total FTE number of employees in the bargaining unit as of September 15 of the school year times the monthly State support amount. The State support amount shall be supplemented by a District contribution equal to \$35 per month per FTE number of employees in the bargaining unit as of September 15. The District contribution shall be \$40 in Year 2 of the agreement and \$45 in Year 3.

The monthly State-support amount as supplemented by the above amounts shall be the “allowed amount” as used in paragraph C below.

- 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. In the event at any time during the term of this Agreement state funding for insurance benefits is increased, then employee insurance benefits will be increased per FTE by the amount the State-support figure was increased. The following options shall apply:

1. The District shall first pay the total premiums for a dental plan for employees and their designated dependents. Two plans are currently offered, Delta Dental (WDS) and Willamette Dental (HMO).
2. The District shall next pay the total premiums for a long-term disability program for employees. The current LTD provider is CNA.
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. The current vision plan offered is Vision Service Plan (VSP, Plan C.)
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 any of the following approved medical insurance programs.
 - a. Blue Cross Health Plans,
 - b. Group Health (HMO),
 - c. Any other mutually agreed upon insurance programs.

- 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 on October 15.
- 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. The District shall pay from local funds the full amount of the retirement subsidy required by the State. If at some future time the State no longer requires District payment of the retirement subsidy to the Health Care Authority, the local \$25.00 shall be increased to \$50.00.
- I. 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 - Longevity Pay

Full-time employees who have worked for the District for at least fifteen (15) years, twenty (20) years, or twenty-five (25) years will be granted sixty (\$60.00) dollars longevity pay per month for each month worked. Employees who have worked for the District for at least twenty (20) years shall be granted eighty-five-(\$85.00) dollars longevity pay per month of each month worked. Employees who have worked for the District for at least twenty-five (25) years shall be granted one hundred ten (\$110.00) dollars longevity pay per month of each month worked.

Beginning with the fifteenth (15th), twentieth (20th) and twenty-fifth (25th) years of service respectively, employees will receive the specified amount of longevity pay retroactive to their anniversary month. Employees will receive the specified amount of longevity payment on their September paycheck. In Year 2 of the agreement the amount shall increase by \$10 to \$70, \$95 and \$120. In Year 3 of the agreement the amounts shall increase by \$5 to \$75, \$100 and \$125.

Years of Service	2007-2008	2008-2009	2009-2010
15	\$60	\$70	\$75
20	\$85	\$95	\$100
25	\$110	\$120	\$125

Section 13.8 – Differentials

Wage differential shall be as follows:

Swing shift differential shall be 3%

Graveyard shift differential shall be 4%

There shall be a 5% differential between Step 1 and Step 2

ARTICLE 14 – SEVERABILITY

Section 14.1 – 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 14.2 – Contrary to Law

If any provision of this Agreement is held to be contrary to law, the parties, within ten (10) working days, shall commence bargaining on said provision.

ARTICLE 15 - ADOPTION AND RENEWAL

Section 15.1 – 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 15.2 – Effective Dates of the Agreement

This Agreement shall be in full force and effect from September 1, 2007 through August 31, 2010. This Agreement may be opened at any time during its duration by mutual consent of both parties.

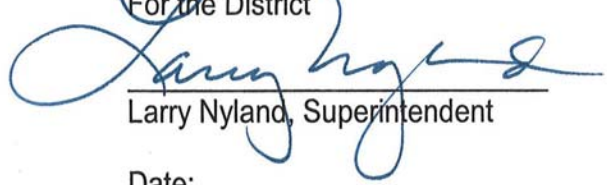
Section 15.3 – Bargaining Successor Agreement

The parties will commence negotiations on a successor agreement no later than December 1, 2008, with the goal of completion by the end of May, 2009.

Service Employees International Union (S.E.I.U.)
For the Union

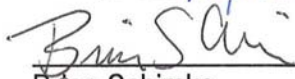
Marysville School District No. 25
For the District

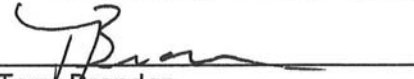

Matt Wood, SEIU Representative

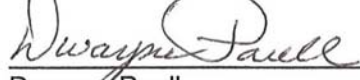

Larry Nyland, Superintendent

Date: 11/8/07


Date: _____


Brian Schimke

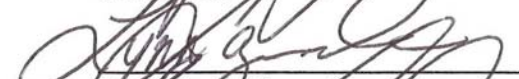

Terry Brandon

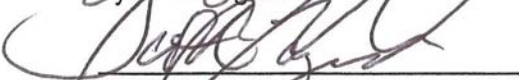

Dwayne Paull

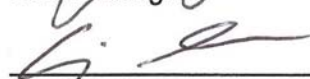

Jim Baker



Steve Konek

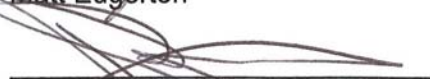

Gregg Kuehn


Lynn Yanagida


Scott Yanagida


Cassidy Sorensen


Matt Edgerton


Donna Chrisman

Marysville School District

SEIU - 12 Month Salary Schedule #09 L-2

September 1, 2007 - August 31, 2008

	Classification	Position	Steps	
			0	1
			01	Maintenance
02	Maintenance Technician	\$21.65	\$22.74	
03	Transportation	Mechanic Lead	\$23.30	\$24.47
04		Mechanic Journeyman	\$21.78	\$22.87
05	Warehouse	Warehouse Lead	\$19.78	\$20.76
06		Warehouseperson	\$16.86	\$17.70
07	Print Shop	Print Shop Lead	\$21.33	\$22.40
08		Print Services Operator	\$16.89	\$17.74
09		Mail Services Operator	\$16.89	\$17.74
10	Grounds	Grounds Lead	\$21.73	\$22.81
11		Grounds Technician	\$18.27	\$19.19
12		Grounds Mechanic	\$21.78	\$22.87
13	Custodian	Custodian Lead	\$18.05	\$18.96
14		Custodian Regular	\$16.88	\$17.73
15		Casual Labor/Substitute	\$13.24	
	Shift Differentials	Swing	3%	
		Graveyard	4%	