

# Collective Bargaining Agreement

Marysville School District No 25

and the

Service Employees International Union, Local 925

12 Month Employees

September 1, 2019 through August 31, 2021



## Table of Contents

	Page
Preamble	1
Article 1 – Recognition	1
Article 2 – District Rights	1
Article 3 – Union Rights	2
Article 4 – Definitions	5
Article 5 – Open Positions, Transfer & Promotion	6
Article 6 – Reduction in Force, Layoff & Recall	8
Article 7 – Leaves	9
Article 8 – Hours of Work	14
Article 9 – Holidays	16
Article 10 – Vacation	17
Article 11 – Just Cause, Progressive Discipline & Termination	18
Article 12 – Conflict Resolution & Grievance Procedure	18
Article 13 – General Working Conditions	19
Article 14 – Regular Year Employee Working Cond./Salary Prov.	24
Article 15 – Health Benefits	29
Article 16 – Professional Development	32
Article 17 – Facility Monitors	33
Article 18 – Severability	33
Article 19 – Adoption, Renewal and Term of Agreement	33

## **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**

**1.1 Recognition:** The District agrees to recognize the Union as the sole and exclusive bargaining agent for Custodians, Facility Monitors, Groundskeepers, Maintenance, Mechanics, Warehouse and Print Shop employees. The District agrees to bargain with representatives of the Union with respect to wages, hours, conditions of employment, and adjustments of grievances arising under this Agreement

**1.2 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.

**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.

**1.4 Negotiations Relative to Agreement and Union Leave:** 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. The Union shall reimburse the District the cost of substitutes required to cover employees designated by the Union for bargaining and other leave use for activities outside of the District such as trainings and worksite visits. The District shall pay for the cost of releasing employees designated by the Union for union activities internal to the District such as grievance meetings, Labor Management meetings, and District called meetings. Stewards meeting with members, while on work time will, check-in with their supervisor prior to the meeting taking place, these meetings shall not exceed one hour without supervisor approval.

**1.5 Labor Management Committee:** The Union and the 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. SEIU may request that the District arrange for specific management personnel to attend LMC meeting for supervision related discussion.

### **Article 2 District Rights**

**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.

**2.2 Cooperation in Safety:** 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.

**2.2.1 Employee and Student Safety:** If, in the course of his/her work duties an employee is assaulted or threatened the District shall investigate the incident(s) and report the incident(s) to law enforcement at the discretion of the employee or as deemed appropriate by the District.

**2.2.2 Paraprofessional Supervision:** Any District employee, who believes there is a safety concern related to student supervision at a particular school should report it to the building principal, who will then attempt to resolve the concern and/or may submit such to the school safety committee. Issues that remain unresolved may be brought to the attention of the either party in Labor Management. This process does not waive the right of an employee to file a grievance to other provisions of this Agreement.

**2.3 Cooperation in Quality Services:** 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.

**2.4 Application of Rights:** 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**

**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. 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.

**3.1.1 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 join.

**3.1.2 Notice of New Hire, Transfers and Terminations:** The District agrees to notify the Union within thirty (30) days of each new hire, transfer and termination of employees within the bargaining unit. For new hires, such information shall include the job title, wage rate, work location, email address and work phone number. For transfers, such information shall include job title and work location.

**3.1.3 Dues Deduction:** 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.

**3.1.4 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.

**3.1.5 Religious Objectors:** 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.

**3.2 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.

**3.3 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.

**3.4 Union Representatives (Chapter Officers, Stewards, Bargaining Team and Labor Management Team Representatives):** It is agreed that the Union shall have the right to establish shop stewards/chapter officers and other representatives to represent the bargaining unit membership. The Union shall inform the District of the names of the union representatives and their respective roles 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.

**3.4.1 Notification of Release:** Notification of a union representatives 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.

**3.4.2 Right to Information:** 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.

**3.5 Union Bulletin Boards:** The District will continue to provide a space in each building where Union materials may be posted. 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.

**3.6 Application of Rights:** Reasonable application of these rights shall be made by the Union.

**3.7 SEIU Member 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.

**3.8 Member Data:** The name, address, phone number, email address, job title, work location(s), District seniority date, current classification seniority date, FTE, wage rate, insurance plan(s) and premium costs to employee for each bargaining unit employee shall be provided annually by November 30 to the Union and supplemented at least monthly as new employees transfer work locations or terminate employment. Such information shall be provided to the Union in electronic format, preferably in Excel TM format.

**3.9 District Mail System:** The Union shall have the right to use the District's inter-district mail system for a reasonable volume of appropriate announcements, newsletters and educational materials relating to the conduct of Union business on behalf of the Union members. The Union shall provide the District with a copy of any documents sent through the District's inter-district mail system for general distribution.

**3.10 Annual Employee Orientation:** Prior to the beginning of the school year, Union representatives shall be provided with thirty (30) minutes at each beginning of the year workgroup meeting for the purpose of orientating and updating members on relevant issues prior to the start of school (including expectations and shared values regarding use of sick leave and daily attendance).

**3.10.1 Worksite Orientation:** New employees shall be given a basic worksite orientation within five (5) work days of the start of employment by the immediate supervisor or designee. A designated union building representative may be present.

The Human Resources Department shall notify the designated union representative(s) of the name of the new employee and the start date within forty eight (48) hours of the hiring notification.

**3.10.2 New Employee Orientation:** The Union shall develop a new member packet, which the District shall provide to each new employee upon hiring, provided the Union maintains an adequate supply of packets for the District.

## Article 4 Definitions

**4.1 Regular Full Year Employee:** An employee who works on a regularly scheduled basis, eight (8) hours or less per day, for twelve (12) months a year.

**4.2 Casual Employee:** An employee hired by the District for work 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 provided such employee's assignment is at least thirty (30) work days. Benefits other than retirement credit are excluded from casual labor work. Questions related to the application of this section may be subject to Labor Management discussion.

**4.3 Substitute Employee:** A person, not regular employee of the district, hired on an interim hourly basis, usually to fill the absence of a regularly scheduled employee. Only Article 1 Recognition, Article 2 District Rights, 13.5 Compliance with District Policies and Procedures 8.4 Weekend Work, 14.1 Salary Schedules, and Article 17 Severability will be applicable to substitute employees. Substitutes do not receive benefits.

**4.4 Temporary Leave Replacement Employee:** A Temporary Employee is an employee who fills in for a regular employee who is on a leave of absence for forty-five (45) work days or more. A Temporary Employee will be eligible for health benefits, vacation, holidays and other provisions enumerated in this Agreement.

**4.5 Seniority:** Seniority shall be continuous length of service as of the first date of employment as a regular school term or full year employee under this agreement.

**4.6 Classification Seniority:** Classification Seniority shall be the total length of service worked within a classification workgroup defined in 4.7 Classification. For purposes of application of classification seniority please see 13.9 Application of Seniority, 13.9.1 and 13.9.2.

**4.7 Classification:** Classification shall include primary workgroups defined in 1.1 Recognition, (Custodians, Facility Monitors, Groundskeepers, Maintenance, Mechanics, Warehouse, and Print Shop and as set forth in the salary schedule at the end of this Agreement.

**4.8 Position:** Position shall mean a specific job title worked within a classification, as set forth in the salary schedule at the end of this Agreement.

**4.9 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.

**4.10 Shift:** The time period in which an employee works i.e. days/swing/graveyard.

- Day shift will be defined as any shift that begins at/or after 4:00 a.m.
- Swing shift will be defined as any shift that begins at/or after 12:00 p.m. (noon).
- Graveyard shift will be defined as any shift that begins at/or after 8:00 p.m.

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

**4.12 Qualifications:** Qualifications for a position will be listed on the posting by Human Resources as the positions are posted, provided such qualifications may be subject to a Labor Management discussion upon request by either party.

**4.13 Promotion:** A promotion shall be defined as movement into a position within a classification which has a higher hourly rate of pay.

**4.14 Lateral Transfer:** A lateral transfer shall be defined as movement between like or lesser, open positions and like or lesser hourly rates of pay within a classification prior to the application of shift differentials.

**4.15 Probation and Probationary Employment:** Newly hired employees shall be considered on a probationary period for ninety (90) workdays and may be discharged at the District's discretion.

**4.16 Contract Year:** Contract year shall mean September 1 through August 31.

## **Article 5 Open Positions, Transfer and Promotion**

**5.1 Open Positions:** The District reserves the right to determine whether or not a position which is vacated needs to be filled. The District will inform the Union leadership when they determine a position will not be filled. If a vacated position is to be filled, the District shall post such position 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) work days thereafter.

**5.1.1-Vacancies Caused by Promotion:** Positions vacated as a result of a promotion will be posted as temporary 'Promotion Trial Period' until the twenty (20) work day promotional trial service period has been satisfied as referenced in 5.4.3 Promotional Trial Service Period.

**5.1.2 Vacancies Caused By Leave of Absence:** A temporary position opened by an employee who is on leave of absence for more than forty-five (45) work days will be posted in-district for five (5) work days. Interested employees 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 classification 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 five (5) work days outside the bargaining unit. The District will screen files and hold interviews to determine the most qualified candidate. The individual awarded the position will be called a Temporary Leave Replacement Employee under 4.4 Temporary Leave Replacement Employee. A temporary leave replacement employee who was not a regular employee prior to receiving such assignment will accrue classification seniority in the classification for which they are working. A regular employee assigned to a temporary leave replacement position in different classification shall continue accrue seniority in their regular assignment classification for the duration of the temporary assignment. Should such temporary leave replacement assignment extend beyond the contract year, it shall be rebid at the beginning of the next contract year as a temporary leave replacement position.



**5.2 Position Postings:** Open and new positions shall be posted in all buildings and departments. Posting may be through the District email forum. Open and new positions posted shall be emailed to identified SEIU Labor Leaders, or designee, to be posted in buildings and departments.

Regular Full Year Employees may apply for all open positions in which they believe they are qualified.

## **Transfers**

**5.3.1 Lateral Transfers:** If an employee desires to make a lateral transfer to the same position, or a lesser position, within the same classification that employee may notify Human Resources in writing of his/her desire within the posting timelines.

The District and the Union will meet to mutually agree that any request for movement to a lesser position is appropriate for the requesting employee.

Classification 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 decides to vacates the position of their lateral transfer within the first ten (10) working days 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.

**5.3.2 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) work days notice and shall remain on the same shift. 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.

**5.4 Promotion:** All bargaining unit employees who are not currently working under a Plan of Improvement may apply and will be considered for promotion.

**5.4.1 Promotion Process:** Promotion to a higher position shall be based on the following:

- 40% Assessments: The assessments shall include some demonstration of knowledge, skills and ability (KSA) as determined by mutual agreement between the District and SEIU. Employees who cannot demonstrate appropriate KSA competence shall be deemed unqualified for promotion, unless the District and SEIU mutually agree to a KSA development plan. If deemed unqualified see 5.4.2 Promotion Passover.
- 30% by Classification Seniority as defined under Article 4 Definitions.
- 30% by Interview with questions determined by mutual agreement between the District and Union.

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

**5.4.2 Promotion 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.

**5.4.3 Promotional Trial Service Period:** If, within twenty (20) work-days of the first day of the promotion, the promoted 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.

**5.5 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.

**5.6 Hours/Open Positions (Leave of Absence):** When an employee has been granted a Leave of Absence for more than forty-five (45) work days, that position shall be posted within ten (10) work days of the approval of said leave.

**5.7 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. There shall be at least three (3) days' notice to the chapter leadership prior to the scheduling of open position interviews.

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

**5.9 Regular Employee Additional Time:** Employees available for work beyond their assignment year or assignment day shall be given preference for additional time before non-regular employees, provided an employee may be excluded from such preference if overtime would regularly result. Employees performing work within their classification will earn their normal rate of pay.

## **Article 6 Reduction in Force, Layoff and Recall**

**6.1 Reduction in Force (Regular Full Year Employees):** Should a lack of funds make necessary a reduction in any classification hours and/or personnel the following steps shall be used: 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.

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.

The employee with the least seniority within the classification shall be laid off, unless number 4 below applies.

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.

In the event that there is any open position available, the employee will be considered for that position based on their qualifications according to Article 5 Open Positions, Transfer and Promotion.

**6.2 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.

**6.3 Re-employment Pool:** Employees laid off shall be enrolled in the re-employment pool. Names shall remain on the pool roster for two (2) years 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. An employee on the pool roster shall not accrue additional benefits or rights during this time.

**6.3.1 Address Notification:** Each employee on the pool roster shall file his/her address and contact information 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.

**6.4 Recall from Layoff:**

- 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.

**6.5 Forfeit Re-employment Rights:** 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 or accept within three (3) work days to a verbal or written offer of employment by the District. Such offer shall be documented and placed in the employee's personnel file.
- c) Rejection of an offer for re-employment.

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

**6.7 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.

**Article 7 Leaves**

**7.1 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.

## **7.2 - Sick Leave (Cumulative)**

**7.2.1 Regular Full Year Employees:** A regular employee is entitled to and will be credited twelve (12) days of sick leave per year at the beginning of each contract year, prorated based upon their position full time equivalency (FTE).

**7.2.2 Substitute Employees:** Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours they work during a contract year.

**7.2.3 Termination Prior to Actual Accrual:** 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.

### **7.2.4 Sick Leave Purpose, Definition of Family, and Minimum Use:**

**7.2.4.1 Purpose:** In addition to use for emergencies (7.2.5 Emergency Leave), an employee may use accrued sick leave for the following purposes:

- 1) Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
- 2) Treatment of Mental/Physical Illness, Injury, or Health Condition for themselves or family member,
- 3) Preventative Medical Care for themselves or family member,
- 4) Employer is closed by order of a public official for any health-related reason,
- 5) Employee's child's school or place of care is closed by order of a public official for any health-related reason,
- 6) Absences that qualify for leave under the Washington State Domestic Violence Leave Act

**7.2.4.2 Definition of Family Member:** The definition of 'Family Member' shall include Parent, Child, Spouse, Registered Domestic Partner, Sibling, Grandchild, Grandparent. Child and Parent shall include biological, adopted/adoptive, foster, de factor, step, in loco parentis, and legal guardian.

**7.2.4.3 Sick Leave Usage Minimum:** Employees shall use sick leave in time increments consistent with the Employers payroll time tracking system, but in no case in increments beyond one (1) hour. *ie: If an employer's payroll system tracks time in 15 minute increments, the employer shall allow such employees to use paid sick leave in 15 minute increments.*

**7.2.5 Sick Leave Accrual and Carryover Maximum:** Employees shall be allowed to accrue and carryover from year to year up to their annually contracted amount of days up to a maximum of 260 days at a maximum of eight (8) hours per day.

**7.2.6 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.

**7.2.7 Physician 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.

**7.2.8 Attendance Incentive:**

- A regular school year employee who has perfect attendance within half a school year, shall be paid one (1) additional day of pay. 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 year employees shall be September 1 through January 31, and the second half year shall be February 1 through June 30.
- A regular full year employee who has perfect attendance within half a fiscal year shall be allowed one and one half (1.5) additional day to be added to the employee's vacation bank. 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.
- Use of Sick, or any Unpaid Leave, or more than one (1) Emergency Day per incentive period, will make an employee ineligible for the attendance incentive

**7.2.9 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.

**7.2.10 Termination of Employment and Reinstatement:** Upon termination of employment, sick leave benefits cease, unless the employee transitions from regular employment status to substitute status. If an employee transitions from regular employment status to substitute status, their sick leave bank is maintained. If an employee separates from employment and is rehired by the Employer within twelve (12) months, the Employer shall reinstate the employee's previously accrued, unused paid sick leave, provided the bank of sick leave was not cashed-out at the time of separation.

**7.2.11 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.

**7.2.12 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.

**7.2.13 Family Medical leave (FMLA):** Family Medical Leave will be administered in accordance with State and Federal laws.

**7.2.14 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, domestic partner, parent, parent in law, or grandparent of the employee who has a serious health condition or an emergency condition in accordance with RCW 49.12.265, RCW 49.12.270, RCW 49.78, and WAC 296-130. 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.

**7.3 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. 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. If the employee has a minimum of two (2) hours remaining of his/her work day once dismissed by the court from further obligations, the employee will contact his/her supervisor prior to reporting back to work.

**7.4 Military Leave:** In accordance with RCW 38.40.060, any employee who is a member of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve, or of any organized reserve or armed forces of the United States shall be granted military leave of absence with pay for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th. This paid leave shall be in addition to any other paid leave the employee might otherwise be entitled. The leave shall be granted in order that the employee may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. Leave in excess of twenty one (21) days for the purposes stated above shall be granted without pay for the additional duration of their duty. Copies of active duty orders may be required by the District.

The District shall also comply with the Military Family Leave law, SB 6447 (is to be a new RCW chapter) as passed by the 2008 regular session of the Legislature, said law to be effective June 12, 2008. This law allows an employee who is the spouse of a member of the armed forces of the United States, national guard, or reserves who has been notified of an impending call or order to active duty, or has been deployed, to take up to a total of fifteen (15) days of leave per deployment after the military spouse has been notified of an impending call or order to active duty and before deployment or when the military spouse is on leave from deployment. In accordance with the law, the employee shall have the option to take such leave without pay or to utilize their accumulated paid annual leave.

The District will also comply with any applicable federal laws and regulations which provide military related leave benefits to employees covered by this Agreement, including, but not limited to, the 2008 amendments to the Family and Medical Leave Act which provide for a twelve (12) week "qualifying exigency" leave and a twenty-six (26) week military caregiver leave.

Should the laws mentioned in this Section be amended during the term of this Agreement, the District will comply with any such amendments.

**7.5 Bereavement Leave:** An employee shall be allowed up to a maximum of five (5) days leave with pay, non-cumulative, after, but not necessarily immediately following, the death of 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, nieces, nephews and siblings of the employee or their spouse or domestic partner.

**7.5.1 Bereavement Additional Leave:** The District recognizes the need for additional bereavement leave outside of the allowed family members above. An employee shall be allowed one (1) non-accumulative bereavement day per employee year for the purpose of attending memorial services of people of import to the employee. If this day has been used, an employee's next option would be to use a personal leave day, or if none available, up to one (1) emergency leave day as per 7.2.5 Emergency Leave.

**7.5.2 Bereavement Extended Leave:** 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 Human Resources pending Board approval. Such an extended leave shall not exceed ninety (90) days.

**7.6 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.

**7.6.1 Application for Disability 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 which requires such leave. In emergencies where prior application and approval is not possible, application for leave shall be made within ten (10) working days or, if the medical condition prevents earlier application, as soon as feasible.

**7.6.2 Duration of Non-Labor & Industries Disability Leave:** Disability leave, unless otherwise granted by the District, shall extend until the beginning of the following contract year (September 1 through August 31).

**7.6.3 Expiration of the Non-Labor & Industries Disability Leave:** Expiration of the disability leave shall be when the employee's attending physician 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 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.

**7.6.4 Return to Work from Disability Leave (L&I and Other):** Upon expiration of Disability Leave the employee shall be assigned to the same position, shift, classification, hours and rate of pay or to an equivalent position occupied before the leave should the position no longer exist. In such instance the District and the SEIU will meet to discuss and mutually agree on the appropriate placement of the returning employee.

**7.7 Personal Leave:** Three (3) days of personal leave may be granted to an employee each year. Personal leave may be used with the pre-approval of the employee's supervisor. Employees may accumulate up to six (6) days of leave at any given time. If at the end of the school year the employee has days not used, the employee may request to be paid their current rate of pay for the unused personal leave time. Application for such cash-out must be submitted by August 31. Payment shall be made in the October pay period following such request. Employees whose personal leave balance will exceed six (6) days shall have such excess days cashed-out automatically.

**7.8 Self-improvement/Health Leaves:** The District, at the employee's request, may grant a leave without pay for self-improvement or health reasons for not less than forty-five (45) work days up to one (1) year. 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 within one (1) month of the end of the leave year of their intent to either return to work or request an extension for the following year.

**7.9 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.

**7.10 Temporary Recovery Assignment:** Employees injured while in the performance of their job who have filed a workplace injury or incident report who need to be absent from work may use sick leave or emergency leave. Employees may alternately request a temporary light duty assignment.

**7.11 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. Employee's voluntary participation in this program will be governed by and in accordance with RCWs, WACs and District policies and procedures.

**Article 8 Hours of Work**

**8.1 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 duty-free lunch period in which the employee has no obligation to respond to work related issues, constitute the work week. If the District finds it necessary to change the normal workweek for individual positions, the District will confer with the Union relative to such changes. If an employee(s) is required by the Employer to work during this lunch period, the employee shall be paid.



**8.1.1 Scheduled Paid Lunch Period:** For positions identified by the District as necessary, appropriate or upon the request by an individual employee, the District shall consult with the Union to determine the appropriateness of establishing a paid lunch period, within a work day of more than five (5) hours. Any positions designated for a paid lunch period shall have this condition documented in writing and signed by the District, the Union and the Employee. Such approval may be subject to review and re-authorization on an annual basis. In such cases, the District shall make every effort to provide the employee with an uninterrupted lunch period. If, however, and employees lunch period is interrupted due to the employees performance of a task, upon completion of the task the lunch period shall be resumed until the employee has received thirty (30) minutes total mealtime. Time spent performing the task is not considered part of the lunch period. The entire lunch period shall be paid without regard to the number of interruptions.

**8.2 Breaks:** Employees who work at least eight (8) hours shall be allowed two (2) fifteen (15) minute breaks at their current location, unless an alternate location is approved by the immediate supervisor.

### **8.3 Overtime:**

**8.3.1 Regular Full Year Employees Overtime:** Hours over forty (40) a week, or eight (8) hours per day, except as noted in Article 9 Holidays, shall be paid at one and one-half (1 ½) times the Employee's regular rate of pay.

### **8.4 Weekend Work:**

**8.4.1 Regular Full Year Employees 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 9 Holidays, 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.

**8.5 PERS/SERS:** All hours for which employees are compensated shall be reported by the District to the State Retirement System (PERS/SERS) which will maximize retirement benefits for the employee.

### **8.6 Regular Full Year Employees Special Provisions:**

**8.6.1 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.

**8.6.2 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.

**8.6.3 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. Compensation shall begin when the employees receive the phone call and ends when upon completion of the normal commute home for the employee. The call-out assignment shall conclude upon the employee checking out from the District. 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. Should the employee be called to another assignment during this time, the call-out time will reset at the time of the call for the additional assignment.

**Article 9 Holidays**

**9.1 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) & | Martin Luther King’s Day (Jan) |
| The following day (Nov)  | President’s Day (Feb)          |
| Christmas Eve Day (Dec)  | Memorial Day (May)             |
| Christmas Day (Dec)      | Fourth of July Day (Jul)       |

Effective with the 2019/2020 contract year, an additional holiday shall be added for twelve month, full year employees, on either December 26<sup>th</sup> or July 5<sup>th</sup>, as determined through the labor management process on a year to year basis.

**9.2 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.

**9.3 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.

**9.4 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.

**9.5 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 10 Vacation**

### **10.1 Regular Full Year Employee Vacation:**

**10.1.1 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:

<b>Actual Years of Service Completed</b>	<b>Vacation Allowance Pay</b>
0-4 years service	15 Days
5-9 years service	20 Days
10-14 years service	25 Days
15 plus years of service	28 Days

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

**10.1.2 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.

**10.1.3 Vacation Notification:** It is agreed members of the SEIU925 12 month bargaining unit will provide at least three (3) work days’ notice (72 hours) if a substitute employee is required, and at least one (1) work days’ notice (24 hours) if a substitute employee is not required, if they expect their vacation request shall be granted under the contract. The Employer may grant vacation requests that do not meet the notice requirement on a case by case basis.

**10.1.4 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.

**10.2 Vacation Leave Cash-out:** Effective September 1, 2015, employees may cash-out up to five (5) days of vacation leave, one time per fiscal year. Upon making notification to Payroll, the employee will be paid in the next applicable pay cycle.

## **Article 11 Just Cause, Progressive Discipline and Termination of Employment**

**11.1 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.

**11.2 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.

**11.3 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 4.15 Probation and Probationary Employment.

**11.4 Continuation Pay at Separation:** An employee who separates from employment will be eligible for a continuation of pay status on a prorated basis in lieu of vacation and personal leave day cash-out so long as the employee has worked for the District for at least twelve (12) months and has provided the District with written notification consistent with 11.3 Notice Requirement. Such employee may elect vacation and personal leave cash-out in lieu of continuation pay.

## **Article 12 Conflict Resolution and Grievance Procedures**

**12.1 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 agrees 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 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.

**12.2 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 anyone of the steps.

## **Article 13 General Working Conditions**

**13.1 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.

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

**13.1.2** 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 based on the terms of the Agreement.

**13.1.3** Volunteer or Community Support projects are subject to mutual agreement (see appendix Volunteer and Community Support Projects Procedure).

**13.2 Work in a Higher Paid 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.

**13.2.1 Temporary Lead Employee Vacancy:** When a lead is absent four or more hours a senior and qualified employee's, in seniority order, will be provided the first right of refusal to be assigned by the District to fill that role.

**13.3 Experience Credit for New Employees:** New employees will receive recognition for public school experience consistent with State Law, including salary placement.

**13.4 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.

**13.5 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.

**13.6 Vehicle Pick Up:** Employees when required to pick up vehicles from the District assigned vehicle pick-up location in the performance of their duties shall have their work schedule begin and end at the pick-up location. This provision shall not conflict with call-out provisions of this Agreement.

**13.7 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.

**13.7.1 Adverse Materials; Removal:** Any letter of reprimand as determined in 11.2 Progressive Discipline 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.

**13.8 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.

**13.9 Application of Seniority:** Seniority will prevail in matters relating to shifts and in the following manner:

<u>Issue</u>	<u>Article</u>
Vacation	10
Vacant/Open Positions	5
Promotion	5
RIF/Layoff/Recall	6

**13.9.1** For promotional purposes and reduction in force, seniority shall be continuous length of service within a classification as defined in Section 4.7 Classification of this Agreement as of the first date of employment as a regular employee in said classification, and shall be effective under the terms of this Agreement.

**13.9.2** Seniority will not accrue when an employee is on unpaid leave in excess of six (6) months (130 work days including recognized holidays) beginning the first day the leave begins. An employee on Labor and Industries leave shall continue to accrue seniority while still employed 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.

**13.10 Pay Period Schedules:** Employees shall be paid on a twelve (12) month basis, based on the employees assigned salary rate/hours worked.

**13.11 Salary Rates and Change in Responsibilities:** 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.

**13.12 Employee Performance/Evaluation:**

1. All new employees to the district will be evaluated within the first 90 workdays (refer to 4.15 Probation and Probationary Employment); 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. (see Performance Evaluation Report)
2. The evaluation process shall be completed and the original copy sent to the Human Resources Department. 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 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) work 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 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. This plan will be developed by the supervisor, the employee, and an appropriate member of the Human Resources Department.

**13.13 Cameras:** Video cameras may be used in the workplace to maintain the health and safety of staff, students and the community. Employees will be informed when a video camera is functioning, or is intended to function, in their workplace. Any employee subject to video surveillance may review a recording upon request to the District. Recordings made by cameras in the District may be used for discipline only in specific incidents of gross misconduct consistent with the Just Cause provisions of this Agreement. The District is not required to inform an employee they are subject to video surveillance during an investigation of alleged gross misconduct. The District shall inform the SEIU leadership when video surveillance is being used to investigate alleged gross misconduct. Such notification will only include that video surveillance is being used. The District will notify the SEIU leadership at the conclusion of any such surveillance and the result. Recordings, and any copies, shall be deleted one month, or less, from the date the recording was made, unless subject to a ongoing investigation. District review of recordings may be subject to labor management discussion to insure recordings are only viewed on actual documented incidents.

**13.13.1 Camera Request Form:** The District and the Union shall develop a camera request form through the labor management process.

**13.14 Inclement weather:** If District schools are closed due to inclement weather, employees are to use reasonable effort to safely report to work.

- Day shifts will begin at the normal start time (or with approval of supervisor, start late in consideration of safety).
- Swing shift employees will be allowed to work day shift or regular hours.

Further, it is agreed that employees unable to report to work due to inclement weather shall be allowed to either make up the time (if possible), use paid leave in this order, if applicable; vacation leave, personal leave or sick leave (emergency). The notification requirements that may be contractually in place for the use of any paid leave will be waived in the case of inclement weather impacting Marysville schools.



**13.15 Staffing Analysis:** During the term of this Agreement, the District and SEIU shall jointly, through the labor management process, study existing staffing levels within current SEIU 10 (ten) and 12 (twelve) month classifications on an annual basis. Should the District and the SEIU collaboratively and mutually determine a staffing recommendation, such shall be jointly presented to the School Board for recommendation during budget development each year, prior to budget adoption. Should the parties not reach a mutual staffing recommendation, each may present a separate staffing recommendation to the School Board for consideration. Each party shall determine its representatives to any subcommittees developed to study and discuss such issues, which shall report to the full Labor Management Committee for consideration of determining a joint recommendation.

### **13.16 Quality Public Services Student Supervision**

To continue to promote safe and healthy schools the District has developed an ongoing workgroup of stakeholders called the student supervision task force. Beginning September 2019, the task force will meet regularly to determine and develop the appropriate level of staffing to support the student supervision needs in the District, including open common areas, cafeterias (breakfast, lunch), recess areas, bus loading and unloading zones, on school buses, etc.

The SEIU leadership may designate one member from each primary workgroup represented by SEIU to serve on this task force.

Commencing with the 2019/2020 school year and each year thereafter, the workgroup will meet at least quarterly and shall evaluate and make recommendations by April 30<sup>th</sup> each year, for the following school year, that include:

1. Staff input to help develop common expectations,
2. Student supervision staffing ratios (*including paraprofessionals and building leadership*),
3. Appropriate staff training,
4. Ongoing evaluation and assessment,
5. Facility modification improvements,

The SEIU Leadership may designate two (2) representatives (one from each bargaining unit) to serve on the District's Student Discipline Task Force. The purpose of this committee is to review discipline laws. In doing so, we will examine our current models and work toward an efficient way of measuring and responding to disruptive behaviors in our schools. The task force shall meet monthly.

Commencing with the 2019/2020 school year, the District will provide annual training for all SEIU staff who may have student contact. Such topics may include the following topics with periodic refresher trainings on an ongoing basis:

- Positive Behavior Intervention Support (PBIS),
- D-Escalation,
- Boundary Invasion

Additional topics for training may be identified by the student supervision task force.

## Article 14 Regular Full Year Employee Working Conditions/Salary Provisions

**14.1 Salary Schedules:** The current wage rates are contained on the wage schedule attached at the end of this Agreement. For the duration of this Agreement the rates on the wage schedule shall be increased by the percentage (%) annual Cost of Living Adjustment percentage (COLA), or pass-through, identified by the State of Washington through legislation or initiative. (intent: State identified % will be applied to all employees.) For the term of this Agreement, the COLA or pass-through, identified in this section shall be implemented by the District permanently, regardless of whether the State of Washington continues to fund or not.

**14.1.1 Comparable Wage Study:** In the appropriate years of this contract, noted in the Article 18 Adoption, Renewal and Term of Agreement, the District and the Union shall complete a comparable wage study.

Comparison Districts: Northshore, Edmonds, Everett (except Transportation-Mechanics), Mukilteo, Lake Stevens, Arlington, Snohomish, and Mount Vernon. Print Shop will look at alternative methods for appropriate comparisons.

Additional details related to how the study will be completed shall be discussed and determined through the labor management process prior to the first such study.

**14.1.2 Wages: Wages 2019/2020:** Effective September 1, 2019, the wage schedules for SEIU 12 Month bargaining unit shall be improved by six percent (6%) inclusive of the IPD inflationary rate, to the Step 1 rate and each step shall be two (2%) percent above the previous step on the wage schedule.

**14.1.3 Wages 2020/2021:** Effective September 1, 2020, the wage schedules for SEIU 12 Month bargaining unit shall be improved by two (2%), or the IPD inflationary rate, whichever is greater, to the Step 1 rate and each step shall be two (2%) percent above the previous step on the wage schedule.

In addition to the current steps on the wage schedule, the following steps shall be added to the wage schedule (15-18, 19-22, 23-25, & 26+). Each additional step shall be two (2%) higher than the step before it and employees will be placed according to their years of service beginning with the 2020/2021 contract year.

Employees who are currently (2018/2019) on the 5-7 step at 'year 6' on the wage schedule who would not progress on the wage schedule due to having fewer years of service shall continue to progress on the wage schedule as if they were a six year employee (year 7 effective the 2019/2020 contract year, year 8 effective the 2020/2021 contract year).

All lead employees within the bargaining unit shall be paid a premium rate above the employees they lead based on the attached schedule.

Custodian Lead	15%
Grounds Lead	15%
Maintenance Lead	15%
Mechanic Lead	15%
Warehouse Lead	25%
Print Shop Lead	25%

**14.2 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.

**14.3 Substitute Rate of Pay:** The Union and the District will annually meet in Labor Management and discuss the substitute rate of pay for each classification covered by this Agreement.

**14.4 Salary Step Advancement:** Incremental steps, where applicable, shall take effect on the first working day of each school year during the term of this Agreement; provided the employee has been actively employed continuously for at least one-half (1/2) of the previous employment year. An employment year shall be defined as the number of paid days, (including recognized holidays), for the position had it been in place for the whole school year. If an employee changes positions within the bargaining unit they shall stay on the same step.

### **Section 14.5 Employee Allowances**

(A): The District will contribute an allowance to be paid in accordance to months worked on the job twice a year, with appropriate payroll deductions. These payments will be paid in September, (to pay for the months of September through February), and March, (to pay for the months of March through August), of each school year.

1. The Grounds and Maintenance Personnel will be allowed \$25.00/month for work wear, paid in March and September with appropriate payroll deductions. All employees may make a request of their supervisor for coveralls used in the performance of their work.
2. Warehouse Personnel will be provided raingear.

(B): A tool allowance of \$60.00/month will be paid to Mechanics per employee, twice a year with appropriate payroll deductions. These payments will be paid in September, (to pay for the months of September through February), and March, (to pay for the months of March through August), of each school year.

**14.6 License & Certification Stipends:** 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:

<b>TYPE</b>	<b>2019/2021</b>
<b>Level 1</b>	
Electrician License (ELO1) <i>(Journeyman Level)</i>	1,104.00
Plumbing License <i>(Journeyman Level)</i>	1,104.00
Steam Boiler	1,104.00
Refrigeration Operator	1,104.00

**Level 2**

Certified Locksmith	950.00
Journeyman Carpenter	950.00
Journeyman Painter	950.00
Mechanic (Diesel/ASE Certified Mechanic)	950.00
Pesticide Applicator	950.00
Welding License	950.00
Playground Inspector	950.00
Building Operators Certificate	950.00
Asbestos Inspector	950.00

**Level 3**

Refrigeration Recovery	425.00
CDL	425.00
Forklift Certification	425.00
Additional ASE certs	425.00
Pesticide Certified	425.00
Emissions Testing	425.00
Electrician License (Specialty)	425.00

The District and the Union will discuss the number of license and certification stipends. The District will allow at least the number of stipends as illustrated in the following table:

Electrician License (Journeyman)	(2)	Pesticide Certified	(3)
Electrician License (specialty)	(1)	Plumbing License (Journeyman)	(2)
Carpenter License (Journeyman)	(2)	Playground Inspector	(3)
Steam Boiler	(2)	Refrigeration Recovery	(1)
Refrigeration Operator	(2)	CDL ( <i>passenger endorsement</i> )	(6)
Asbestos Inspector	(2)	Forklift Certification	(7)
Pesticide Applicator	(5)	Painter (Journeyman)	(0)
Welding License	(1)	Emissions Testing	(6)

**Educational Certifications**

**Effective September 1, 2019 Certifications:** The following educational degree stipends will be recognized (only one (1) educational degree stipend will be awarded).

Type	2019/2020	2020/2021
Associate of Arts	\$1,260.00	\$1,260.00
Baccalaureate Degree	\$2,640.00	\$2,640.00
Asbestos Planner (1 individual only)	\$2,640.00	\$2,640.00

*Note: Current employees with stipends shall retain their stipends as long as they remain appropriately certified or licensed and remain in their current position. Employees whose certifications or licenses lapse will require District approval prior to receiving a stipend in the future consistent with the provisions in this Section above.*

14.6.1 Diesel ASE and Additional ASE Certifications: Mechanics achieving Diesel ASE certification or successfully completing the two year diesel mechanic degree shall be granted the Type 2 certification stipend. Mechanics achieving certification in additional ASE certifications beyond the Diesel ASE certification shall be granted an additional Type 3 stipend per ASE certification achieved. *Note: there shall be a limit of two additional ASE certifications allowed for each mechanic.*

14.6.2 Emissions Testing: Effective September 1, 2013, mechanics achieving certification in emissions testing shall be granted an additional Type 3 Stipend.

14.6.3 Building Operators Certificate (BOC): Effective September 1, 2015, employees obtaining and maintaining a Building Operators Certificate shall be granted a Type 2 certification stipend.

14.6.4 Current Locksmith & Carpenter Incumbents:

- Effective September 1, 2015, the District shall accept current carpenter certification pay for the current incumbent employee(s) and evaluate how to demonstrate trade certification in the future.
- Effective September 1, 2015, the District shall accept current locksmith certification pay for the current incumbent employee(s) and evaluate how to demonstrate trade certification in the future.

District and Union will further discuss and negotiate certifications and certification pay through Labor Management and memorialize any mutually agreed modifications within a signed Letter of Agreement.

**14.7 Salary Credit for Job-Related Training:** Employees may earn a salary enhancement of 4.0 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 five (5) salary credits may be earned each year with a no maximum earned in a career.

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.

**14.8 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.

**14.9 Longevity Pay: Regular Full Year Employees**

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 starting their anniversary month each month for which the employee receive compensation.

Longevity pay shall be improved annually as described in the table below.

<b>Years of Service</b>	<b>2019/20</b>
<b>15 years</b>	\$85.00
<b>20 years</b>	\$115.00
<b>25 years</b>	\$145.00

**Longevity Scale Migration:** Effective September 1, 2020, all current employees shall be placed at a step equal to their years of service with the District in lieu of longevity stipends.

**14.10 Differentials:** Wage differential shall be as follows:

- a) Swing shift differential shall be 3%
- b) Graveyard shift differential shall be 4%

**14.11 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.

**14.12 Trade Cross Training Incentive:** Effective September 1, 2011, for each additional trade outside of their primary trade for which a Maintenance Technician becomes licensed or certified will receive the stipend allowed for that license or certification under 14.6 License and Certification Stipends. Assignment of work in multiple trades and payment of multiple trade stipends will be at the discretion of the District.

**14.13 Lead Custodian Absence "Short-Term":** When a lead is absent, the opportunity to fill in for the absence shall be first offered to employees in seniority order in that classification and work location. This coverage will be in place no later than the end of the second day of absence.

**14.14 Professional Organization Stipends:** Bargaining unit employees who join, become actively involved members, and pay membership fees to one (1) accepted professional organization shall have their membership fee paid by the district. A list of acknowledged professional organizations is below. Additional professional organizations may be added through the labor management process.

**Acknowledged professional organizations:** Washington Association of Maintenance and Operations (WAMOA), National Association of Educational Office Professionals (NAEOP), Washington Association of Educational Office Professionals (WAEOP), Washington Association Pupil Transportation (WAPT), School Nutrition Association (SNA), Washington School Nutrition Association (WSNA), School Nurse Organization of Washington (SNOW), National Association of School Nurses (NASN), National Association of School Resource Officers.

**14.15 Substitute Pay:** Substitutes shall be paid the base rate, Step 1, on the wage schedule for all hours worked. Any substitute who was previously a regular employee of the District for at least five (5) years and retired with the District at the time they separated from employment shall be paid at their previous pay step (years of service) in the classification for which they are substituting.

**14.16 Variable Assignment Employees (Rovers):** The District shall hire additional positions within the custodial workgroup. Custodial rovers shall be guaranteed eight (8) hours per day. All rover positions shall be paid an additional one (\$1.00) per hour premium rate above their regular rate of pay. Rovers will be assigned to fill in for temporarily vacated positions (sick leave, bereavement leave, vacation, short duration leave, or additional workload support, etc) and understand their location and assignment may vary from day to day.

The District shall initially hire, effective the 2019/2020 school year, at least five (5) rovers in custodial.

The use of rovers or substitute employees shall not abridge the ladder-up process within a school.

## **Article 15 Health Benefits**

### **15.1. School Employees Benefits Board (SEBB) Transition:**

On January 1, 2020 the School Employees Benefits Board (SEBB) plans and rules will come into effect, changing our current status quo dramatically. The District and the Union agree that the current provision of Section 20.1 Regular School Year Employees Health Benefits shall remain in full force and effect until December 31, 2019.

**15.1 Regular School Year Employees Health Benefits:** This section shall be in effect September 1, 2019 through December 31, 2019.

- A. The District shall provide insurance premium payments toward premiums of approved group insurance programs in accordance with the provisions and options outlined herein. All eligible members contracted less than full time but at least half time (4 hours per day) shall have their insurance benefits prorated in accordance with their FTE weighted equivalency. The District and the Union agree to explore methods of providing insurance benefits to employees contracted to work less than four (4) hours per day at the employees cost and if provided will not be eligible for pooling dollars.

- B. The enrollment of employees shall be completed within the time specified by the insuring company, but generally continuing employees shall complete enrollment information by September 30<sup>th</sup> for November 1<sup>st</sup> changes and Employees new to the District will complete new enrollment information within thirty (30) days of employment. All members within this negotiating unit will be pooled together during the months of September through December, of each new contract year to establish their monthly benefit allocation.
- C. A Full Time Equivalency (FTE) shall be defined as two thousand eighty compensated hours (2080) per year.
- D. The District shall contribute an amount of money to the benefit pool equal to the monthly state contribution (currently, \$780.00) for health benefits plus an amount based on the schedule below times the total bargaining unit FTE. It is the intent of the District to pass through any future increases in the State support amount. District contributions to benefit pool for the terms of this agreement will be as follows;
- E.

**9/1/2019 – 12/31/2019**

**\$70.00**

- F. An eligible employee will be entitled to receive an allocation from the pool based on their personal FTE value, provided that no employee will be considered greater than a 1.0 FTE.
  - a. Example 1: An employee works 8 hours per day, 260 days per year = 2080 hours divided by 2080 = 1.0 FTE \$830.00 (\$780.00 + \$50.00) = \$830.00
  - b. Example 2: An employee works 4 hours per day, 260 days per year = 1040 hours divided by 2080 = 0.5 FTE \$415.00 (\$390.00 + \$25.00) = \$415.00
- G. Additional Pooling: After the base allocation indicated in sections above, funds not allocated will be distributed to remaining eligible employees with remaining out-of-pocket premium expenses.
- H. From the insurance benefit pool described by "C" 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:
  - a. The District shall first pay the total premiums for a dental plan for employees and their designated dependents.
  - b. The District shall next pay the total premiums for a long-term disability program for employees.
  - c. The District shall next pay the total premium for either a vision care plan for employees and their designated dependents.
  - d. 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.
- I. The District agrees to allow the Union to participate in the IRS Section 125 Flexible Pay Plan.
- J. Approved insurance programs are those which are agreed to by the District and the Union.
- K. 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 the subsequent month.
- L. 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 amount shall be increased one and one-half times (x1.5) and contributed to the monthly pooling allocation.

- M. Union officials will be provided a detailed report of District pooling calculations for the September and October payrolls annually.
- N. Bargaining unit employees selecting employee only medical coverage will pay a minimum premium share of seven dollars fifty cents (\$7.50) per month.

**15.1 Health Benefits for Covered Employees:** Effective January 1, 2020 this section 20.1 shall supplant in its entirety the previous section 20.1 in effect between September 1, 2019 through December 31, 2019 (above).

**15.1.1 School Employees Benefits Board (SEBB) Eligibility:** Employees shall be deemed eligible for medical and non-medical benefits if they are expected to work a minimum of six hundred thirty hours (630) per year or the State mandated minimum for SEBB benefits, whichever is less.

Employees who are not expected to work enough hours in order to be initially eligible, but who work at least the number of hours to be eligible during the contract year, shall become eligible to enroll for benefits in the current contract year upon reaching the eligibility threshold of hours and deemed eligible for the remaining contract year. This provision shall include substitute employees.

**15.1.2 Premium Payments:** The District shall remit insurance premium payments toward premiums of School Employees Benefits Board medical and non-medical plans for all employees deemed eligible to the Health Care Authority.

**15.1.3 SEBB Enrollment:** Enrollment for medical and non-medical plans shall be determined by the SEBB, but will generally be in the fall for January 1 plan implementation. The District shall notify employees the dates open enrollment will commence and conclude at least three (3) months in advance and will provide reminder notices each month thereafter.

**15.2 VEBA:** The District has adopted the VEBA health Reimbursement Plan (Plan). The District agrees to contribute to the Plan on behalf of all employees defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The following selected contribution(s) shall be made during the term of this agreement, and the Union shall notify and re-authorize such agreement with the District annually consistent with Internal Revenue Service regulation.

**15.2.1 Sick Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

**15.2.2 Health Benefit Mitigation Fund:** The District shall contribute an amount of money per medically eligible employee, per the table below, for the purpose of developing a Health Benefit Mitigation Fund. At the beginning of each contract year, in September, the Union shall provide the District with an allocation plan for the fund to commence the following January.

Plan Year	2020	2021
District Contribution Rate (not including carve-out)	\$75.00	\$80.00

**15.3 K12 Health Care Reform:** Should, during the term of this agreement, the State or Federal government(s) modify, change or mandate changes to employee health care that would negate the additional funding the District and the Union have negotiated for health benefits or mandate other changes, the District and the Union shall meet as soon as is practical and negotiate the use of those funds for other interests or needs within the bargaining unit or bargain other necessary changes prior to the required implementation date.

**15.4 Employee Assistance Program:** The District shall make available to each bargaining unit employee an employee assistance program for the purpose of assisting employees in responding to issues that may impact their emotional well-being, health and/or work performance.

**15.5 Washington State Paid Family and Medical Leave.** Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise, unless the statute prohibits otherwise.

## **Article 16 Professional Development**

**16.1 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.

**16.2 Staff Development:** Effective September 1, 2015 the District will provide fifteen thousand (\$15,000) dollars on an annual basis to provide staff development opportunities for bargaining unit employees working in both the SEIU 10 Month and SEIU 12 Month bargaining units. Employees may access these funds through Labor Management. Forms shall be available through Human Resources and Labor Leaders.

**16.3 Job Title Specific Staff Development:** For each job title within a job classification the District and the SEIU, through the labor management process, shall develop a specific body of knowledge, skills and ability (KSA's) in order to be considered qualified for the position. Additionally, the District and the SEIU may develop additional KSA's that must be developed within a promotional trial service period in order to successfully complete the promotional trial service period. The District and the SEIU may also develop a staff development pathway for employees to develop beyond the required KSA's that, while not required, would be recommended as beneficial to employees working in that job title.

**16.4 Annual Professional Development Plan:** The District shall, in collaboration with SEIU through the labor management process, develop a training plan for each classification. The plan shall include the scheduling and use of Days 1, 2, and 3 for ten (10) month employees. The plan shall be completed by the end of May in the previous year and a calendar disseminated to the bargaining unit prior to the end of the school year. For both ten (10) and twelve (12) month workgroups, a meeting will be scheduled for each classification in preparation for the upcoming school year.

## **Article 17 Facility Monitors**

Effective September 1, 2019, current employees hired as facility monitors shall be transitioned to substitute custodians.

## **Article 18 Severability**

**18.1 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.

**18.2 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.

**18.3 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 19 Adoption, Renewal and Term of Agreement**

**19.1 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.

**19.2 Effective Dates of the Agreement:** This Agreement shall be in full force from September 1, 2019 through August 31, 2021.

This is to certify that this Agreement was adopted by the Marysville School District Board of Directors as found in the minutes of their meeting dated June 17, 2019.

**Marysville School District**

**SEIU 925**

\_\_\_\_\_  
Jason Thompson, Superintendent

\_\_\_\_\_  
Brandon Tippy

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tracy Souza  
Human Resources, Executive Director

\_\_\_\_\_  
Terri House

\_\_\_\_\_  
TJ Schmoe

\_\_\_\_\_  
Allan Klindtworth

\_\_\_\_\_  
Codie Wyatt Clark

\_\_\_\_\_  
David Thornlund

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

\_\_\_\_\_  
Michelle Chaney

\_\_\_\_\_  
Lynn Yanagida

\_\_\_\_\_  
Julie Gobel

\_\_\_\_\_  
Kevin McConnell

\_\_\_\_\_  
Michael Rainwater

\_\_\_\_\_  
Scott Yanagida

---

Toni Otto

---

Rich Green

---

Tracy Conrad

---

Diana McCarthy

**Attendance Shared Values Statement**

Each staff member serves as a vital link to an improved education for students. That link is broken when a single staff member is absent. As a result, the ability to provide a thorough and efficient educational environment is weakened.

The District and SEIU recognize that a reasonable amount of absences due to bona fide sickness or emergency situations is often beyond the control of staff. The contribution of each District employee is critical and the effort of each and every employee is needed to help reach our goals.

Therefore:

- Employees are expected to work the number of hours they are assigned.
- Punctual and regular attendance is expected of District employees.

The primary purpose of this statement is to maximize staff attendance.