

SY'23-'24 SEIU-925 & MSD25 Tentatively Agreed upon CBA Changes & Updates
(New language is underlined and old language is ~~stricken through~~.) 12 Month

12 Month Contract The District desires to add a Facilities Foreperson position at a premium rate of 25% above the Maintenance Technician classification. This shall be a promotional opportunity for Maintenance and Grounds only, and the position that is vacated due to the promotion shall not be filled.

Existing Maintenance and Grounds Leads not awarded the Foreperson position shall continue to be paid at their Lead classification until separation from the District.

The intent of this position is to have one (1) Facilities Foreperson, one (1) Maintenance Lead, and one (1) Grounds Lead. Should the District decide to eliminate the Facilities Foreperson position, the structure shall revert back to three (3) Maintenance Leads and one (1) Grounds Lead.

- **2.2.2 Paraprofessional Supervision Safety Regarding Student Supervision (10- & 12-month)**

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 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.

- **4.10.1 Shift Alterations (12-month) (New Section)**

When there is a need to permanently change hours in an individual's shift by more than one (1) hour, the employee will be given written notice forty-five (45) calendar days in advance, unless otherwise mutually agreed upon.

- **5.4 Promotion (10- & 12-month)**

All bargaining unit employees who have ~~are not received~~ currently working under a Plan of Improvement letter of reprimand, within 12 months, may apply and will be considered for promotion.

- **5.4.2 Promotion Passover (10- & 12-month)**

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~~ Human Resources upon another candidate accepting said position. 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.

- **7.9.1 Light Duty & Personal Injuries (12-month)**

- In the instance of a personal injury, the District shall consider light duty accommodations under the ADA or existing law (if applicable) and within employee classification and job title.

- **8.3.2 Custodial Extra Hours (12-month) (New Section)**

Extra/Overtime hours in a building will be equally distributed, by building seniority, between the current employee(s) at that building. All extra work opportunities will be rotated equally among the employees within that building. A logbook will be provided to the Leads to record who chose extra hours and who passed on extra hours. If an employee passes on extra hours, they must wait until their opportunity within the seniority rotation arises again.

No employee will work longer than twelve (12) extra total hours within a 24-hour shift.

If there is not enough coverage for the extra hours at the building, all regular custodial employees may place their names on an extra/overtime call-out log. This log will be organized by District seniority, and staff will be rotated, providing an opportunity for extra work to all employees. Employees may add or remove their names from this list at any time throughout the year.

- **11.1.1 Investigations (10- & 12-month) (New Section)**

In the event an investigation has to be conducted by an outside agency (i.e. law enforcement, Child Protective Services, etc.), the District will conduct the investigation in accordance with said agency. Employees will be notified within 10 working days of the District's determination of the need of an investigation, and the District will keep the Union apprised on the progress of the investigation.

- **11.2 Progressive Discipline (10- & 12-month)**

~~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. When issuing discipline, management will follow the steps of progressive discipline. Exceptions to progressive discipline can be made in the event of egregious employee misconduct. Steps of progressive discipline may not be skipped except when the misconduct is clearly egregious in nature. The steps of progressive discipline are as follows:~~

- A. Verbal warning (documented by a letter of direction/concern maintained in the supervisor's working file). After 18 months, an employee may review the contents of a supervisory file, and make the request to have letters removed at the supervisor's discretion. Letters in a supervisory file cannot be used to move to Step B in progressive discipline after 24 months, but it may be used to show notice.
- B. Letter of reprimand
- C. Suspension without pay
- D. Termination

- ~~13.7.4~~ **11.2.1 Adverse Materials; Removal (10- & 12-month)** (Moving unchanged language to New Section **11.2.1**)

Any letter of reprimand as determined in **11.2 Progressive Discipline** shall be removed after a period of two (2) years from the date of incident, 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.

- **13.14 Inclement Weather (12-month)**

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 the 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), or use paid leave, in this order, if applicable, vacation leave, personal leave, or sick leave (emergency), but Limited Personal Leave must be used first. 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.

- **14.1.2 Wages 2023/24 (12-month)**

- ~~2021/2022~~ **2023/2024:** Effective September 1, 2024~~3~~, the wage schedules for SEIU 12 Month bargaining unit shall be improved by 3.5~~8~~7% 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.
- In addition to the wage schedule, employees will be required to meet district goals and expectations regarding one (1) in-person training days on race and equity and employees will be compensated .55% of their overall compensation. Payment will be addressed in the October Labor Management process.
- Three (3) additional days, reflected as December 22nd, 27th, and 28th, 2023, shall be added to 12-month employees' Winter Break. If called into work on these days, employees shall be paid at the holiday rate of pay.

- **14.1.3 Wages 2024/2025 (12-Month)**

- ~~2022/23-24/25:~~ Effective September 1, 2022, the wage schedules for SEIU 12 Month bargaining unit shall be improved by three (3%) 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. Wage and Bennifit reopener to begin in February 2024 for the 2024-2025 school year..

Custodian Lead	15%
----------------	-----

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

Listed in appendix A

In addition to the wage schedule, employees will be required to meet district goals and expectations regarding one (1) in-person training days on race and equity and employees will be compensated .55% of their overall compensation. Payment will be addressed in the October Labor Management process. All lead employees within the bargaining unit shall be paid a premium rate above the employees they lead based on the attached schedule.

- **14.1.4 Wage and Benefit Re-opener (12-month)**

- For the ~~2022-2023~~ 2023-2024 school year, it is agreed that either party may initiate a reopening of negotiations on wages and benefits if actual enrollment increases or decreases by a minimum of 10% (ten) compared to the projected student enrollment. Projected student enrollment for ~~2022/2023~~ 2023/2024 will be presented by August 31, ~~2022~~ 2023, and actual student enrollment will be based on the October 3, ~~2022~~ 2023 student count. Either party may initiate a reopening of such negotiations by notifying the District President's designee in writing of its intent no earlier than June 1 and no later than July 15, of the year the party wishes to reopen.

14.15 Substitute Rate of Pay (12-month)

The Union and the District will annually meet in Labor Management and discuss the substitute base rate of pay for each classification covered by this Agreement. 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, retired or suffered a reduction in force 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.

SY'23-'24 SEIU-925 & MSD25 Tentatively Agreed upon CBA Changes & Updates
(New language is underlined and old language is ~~stricken through~~.) 10 Month

- **New Position for SY '23-'24: "Campus Safety Monitor - Trauma Informed"**
*The District & the Union agree to the creation of a new position: **Campus Safety Monitor - Trauma Informed**. The position is described as the ~~"one step below Security"~~ *and its purpose is to increase the general security of our schools. The person in this position will monitor security at the elementary, middle, and high school levels.**
- **1.1 Recognition (10-month)**
The District agrees to recognize the Union as the sole and exclusive bargaining agent for Transportation (including Motorpool), Food Service, Paraprofessionals, District Registered Nurses and School Security Officers. 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.
- **6.1.1 Current Classification (10-month)** (only changing one word)
Employees within a classification shall have the right to bump into any assignment for which she/he is already currently qualified (as defined in 4.12 Qualifications) and is currently held by an employee with less classification seniority. Bumping shall be limited to whole assignments; for example, a senior employee must take the total number of hours assigned to the junior employee, despite the fact that the junior employee may have bid separately for the assignments she/he presently occupies.
- **7.12.1 Light Duty & Personal Injuries (10-month)** (New Section)
In the instance of a personal injury, the District shall consider light duty accommodations under the ADA or existing law (if applicable) and within employee classification and job title.
- **11.1 Discipline/Discharge for Just Cause (10- & 12-month)**
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 in writing of his/her right for representation by the Union.
- **11.1.1 Investigations (10- & 12-month)** (New Section)
In the event an investigation has to be conducted by an outside agency (i.e. law enforcement, Child Protective Services, etc.), the District will conduct the investigation in accordance with said agency. Employees will be notified within 10 working days of the

District's determination of the need of an investigation, and the District will keep the Union apprised on the progress of the investigation.

- **11.2 Progressive Discipline (10- & 12-month)**

~~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. When issuing discipline, management will follow the steps of progressive discipline. Exceptions to progressive discipline can be made in the event of egregious employee misconduct. Steps of progressive discipline may not be skipped except when the misconduct is clearly egregious in nature. The steps of progressive discipline are as follows:~~

- E. Verbal warning (documented by a letter of direction/concern maintained in the supervisor's working file). After 18 months, an employee may review the contents of a supervisory file, and make the request to have letters removed at the supervisor's discretion. Letters in a supervisory file cannot be used to move to Step B in progressive discipline after 24 months, but it may be used to show notice.
- E. Letter of reprimand
- E. Suspension without pay
- E. Termination

- ~~13.7.1~~ **11.2.1 Adverse Materials; Removal (10- & 12-month)** (Moving unchanged language to New Section **11.2.1**)

Any letter of reprimand as determined in **11.2 Progressive Discipline** shall be removed after a period of two (2) years from the date of incident, 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.

- ~~14.7~~ **19.3 Substitute Rate of Pay (10-month)**

- The Union and the District will annually meet in Labor Management and discuss the substitute base rate of pay for each classification covered by this Agreement. 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, retired or suffered a reduction in force 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.

- **14.7 Substitute Pay (10-month)**
- **14.8 Variable Assignment Employees (Rovers)** to be renumbered to **14.7 Variable Assignment Employees (Rovers)**

- **15.4 Stipend for Additional Duties: Health Room Coverage in the Event of HRA Absence or Position Vacancy (10-month)** (New Section)
Registered nurses will receive a \$750 stipend to compensate for additional duties resulting from Health Room Assistant absences.

- **17.2 Transportation Employee/Substitute Driver/Substitute Motorpool Driver (10-month)**
 A driver who is not a regular driver who is called in to replace the regular driver unable to perform his/her daily routes. Regular drivers, not having a mid-day route will be given first priority for substituting for open routes or route segments.

- **17.3 Transportation Employee/Motorpool Driver (10-month)**
A school year or beyond employee, with a regular daily assignment, transportation students to and from school, between schools, or duties as assigned.

Assignment hours will be assigned by seniority. Assigned schedule shall change based on student needs at the discretion of the Director of Transportation.

If a Motorpool driver is using a Class C bus, they shall be paid at step one of Motorpool bus driver wages, according to their years of service on current pay scale.

All existing Motorpool drivers shall move from a non-represented position to a position represented by the SEIU-925 10-Month Bargaining Unit. Any current Motorpool employee at or above Step 1 of the Bargained Salary Schedule shall be assigned at one Step above their current rate of pay, to include benefits, and their Vacation Allowance Pay. Any new employee or current employee shall be placed at Step 1 of the Motorpool classification of the SEIU 10-month Salary Schedule.

- All **17.3.X Sections** to be renumbered **(10-month)**
 - **17.3.1 Basic Transportation Routes**
 - Basic routes are routes established to serve students to and from school(s) as part of the regular or special education requirements for the individual student. Basic routes are established by the Transportation Supervisor. Seniority shall be recognized by the District as the consideration for filling all transportation basic routes.
 - **17.3.2 Route Segment**
 - **17.3.3 Definition of Route**
 - **17.3.4 Flow/Layover Time**
 - **17.3.5 Non-Driving Duties**

- **17.3.6 Drivers Work Week**
- **17.3.7 Extra Trip**
- **17.3.8 Shuttle**
- **17.3.9 One-Way Trips**
- **17.3.10 Split Trip**

- **17.18 Standby Time (10-month)**

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

- **19.1.2 Wages 2024/23/202224:**

- Effective September 1, 2024 23, the wage schedules for SEIU 10 Month bargaining unit shall be improved by 3.58 7% 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.
- In addition to the wage schedule, there will be an additional day of training embedded within the school year for the purpose of equity training. Paras, Security and Nurses will participate in building level trainings on early release Fridays. A plan will need to be developed for Food Service and Transportation that equates to one (1) day within the school year. The plan will be share in Labor Management prior to being communicated to staff. In the event the training needs to be held outside of contracted hours, employees will be paid at the regular rate of pay.
- Two (2) additional Limited Personal Leave days will be added to the two (2) days outlined in Section 7.8 Personal Leave, for a total of four (4) Limited Personal Leave days granted to each employee for SY '23-'24.

- **19.1.3 Wages 2022/2023-2023/2024** ~~Effective September 1, 2022, the wage schedules for SEIU 10 Month bargaining unit shall be improved by 3%, 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.~~ Wage and benefit reopener to begin in February of 2024 for the 2024/2025 school year.

- In addition to the wage schedule, there will be an additional day of training embedded within the school year for the purpose of equity training. Paras, Security and Nurses will participate in building level trainings on early release Fridays. A plan will need to be developed for Food Service and Transportation that equates to one (1) day within the school year. The plan will be share in Labor Management prior to being communicated to staff. In the event the training needs to be held outside of contracted hours employees will be paid at the regular rate of pay.
- All lead employees within the Bargaining unit shall be paid a premium rate above the employees they lead based on the attached schedule.

○ ~~Security Lead~~ 15%

○ Listed on appendix B

- **19.1.4 Wage and Benefit Re-opener (10-month)**

For the ~~2022-2023~~ 2023-2024 school year, it is agreed that either party may initiate a reopening of negotiations on wages and benefits if actual enrollment increases or decreases by a minimum of 10% (ten) compared to the projected student enrollment. Projected student enrollment for ~~2022/2023~~ 2023/2024 will be presented by August 31, ~~2022~~ 2023, and actual student enrollment will be based on the October 3, ~~2022~~ 2023 student count. Either party may initiate a reopening of such negotiations by notifying the District President's designee in writing of its intent, no earlier than June 1 and no later than July 15, of the year the party wishes to reopen.