COLLECTIVE BARGAINING AGREEMENT BETWEEN

MARYSVILLE SCHOOL DISTRICT #25

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON OFFICE PROFESSIONALS OF MARYSVILLE CHAPTER #1115

SEPTEMBER 1, 2023 - AUGUST 31, 2025



Public-School Employees of Washington/SEIU Local 1948

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SCHEDULE A (202	3-2024)	

PREAMBLE

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This Agreement is made and entered into between Marysville School District Number 25 (hereinafter "District") and Public School Employees Office Professionals of Marysville, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4. and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.

Upon reasonable request by the Association, the District will provide descriptions of positions subject to this Agreement. Modification of existing positions, or the creation of new positions, shall allow reopening of this Agreement pursuant to Article XVIII, Section 18.5 for the salary of the specific position in question.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all regular (non-substitute) classified employees in the following general job classification: Office Personnel, EXCEPT: Those office personnel employees who were determined to be confidential by PERC through unit clarification. Those office personnel employees determined to be confidential by PERC are: Administrative Assistant to the Superintendent, Administrative Assistant to the Assistant Superintendent, Administrative Assistants to the Executive Directors of Human Resources and Finance and Operations. Also excluded from the bargaining unit are Human Resources Analysts, Payroll Analysts, and Budget Analysts.

Section 1.5.

Substitutes who have been in a specific single assignment for a period of twenty (20) consecutive workdays shall be subject to the terms of this agreement as referenced below, so long as the employee remains in that specific assignment. On the twentieth (20th) day of consecutive employment, the substitute will be placed on Step 1 of the classification and group in which they are substituting. The substitute shall continue to receive that wage for the remainder of their assignment, unless their service is interrupted by an absence other than weekends, school closures, non-student days, or paid holidays. Substitutes beyond their twentieth (20th) consecutive day of employment in a specific assignment shall be entitled to pay for any holiday recognized by the District so long as they worked both the day before and the day after the holiday in that same assignment.

Language applicable to substitutes in this Agreement shall be limited to Articles I, II, III (Sections 3.1., 3.2. and 3.3. only) and Article IV (Sections 4.1., 4.3. and 4.4. only).

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ARTICLE II

RIGHTS OF THE EMPLOYER

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees, and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operation is conducted.

Section 2.2.

Section 2.1.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to matters of working conditions, and exercising the rights set forth in the previous Section, the District shall give due regard and consideration to the rights of the Association and the Employees and to the obligations imposed by this Agreement.

Section 2.3. Electronic Signatures.

The District may request and receive documents with the PSE employees' electronic signatures.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall not encourage or discourage membership in any employee organization.

Section 3.2.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District through established administrative channels and/or the established grievance procedures. In the event that a supervisor/administrator is not adhering to contract language/working norms (i.e. calendars, employee change of schedule, inconsistencies with employees within the same worksite), the Association and Human Resources will meet as soon as possible to come to a resolution.



Section 3.3. Protected Status.

In accordance with RCW 49.60.040 neither the District nor the Association shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, gender, religion, age, national origin, marital status, sexual orientation, gender identification or expression, veteran status or because of a disability with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the disabled person or others. In accordance with RCW 49.60.040.

Section 3.4.

The District will maintain a personnel employment file for each employee which shall be kept in the District Administration Office. Each employee shall have the right, upon request, and after making an appointment for that purpose with the Executive Director of Human Resources or designee, to review the contents of their personnel file. The review shall be made in the presence of the administrator or designee responsible for the safekeeping of this file. An employee may request a copy of any communication placed in the employee's personnel file. The personnel file may be supplemented by additional files as needed for each employee. These files may include, but are not limited to, medical /health file, employee injury file, payroll file, garnishment file, and digital employee file. Access to medical/health files shall be restricted to a Human Resources Administrator and/or designee and access to garnishment files shall be limited to the Executive Director of Finance and/or designee.

Section 3.4.1.

Each employee must be provided a copy of all material placed in their personnel (paper and/or digital) file within five (5) working days of its insertion. An employee may request the removal of any letter of reprimand after a period of two (2) years provided that the incident referred to does not happen again. All other communications shall remain for the extent of the employee's employment with the District. An employee may attach comments to any material that is part of the personnel file.

Section 3.5. Applicability of Public Disclosure Laws.

Nothing in this Agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee within ten (10) business days of receiving the record request prior to the release of any record request so long as the request includes the employee's name. No notice will be provided to employees should the request not include an employee's name. Employees shall have five (5) business days to notify the District if they plan to file an injunction blocking the request. Employees then have ten (10) business days to provide the court-filed injunction to the District.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the bargaining unit, to present their views to the District on matters of concern, either orally or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees



within the bargaining unit. The Association shall have input equivalent to any other represented groups regarding calendar recommendations to the Marysville School Board.

Section 4.2.

The Association shall promptly be notified by the District of any disciplinary actions toward any employee in the bargaining unit in accordance with the provisions of the Discharge and Grievance Procedures Article contained herein. Prior to any meeting between an employee in the bargaining unit and their supervisor where disciplinary action is anticipated to result, the employee will be notified of their right for representation by the Association.

Section 4.3. Employee Information.

Employee names, hire dates, work assignments, salary information, personal addresses, emails and phone numbers of employees in the bargaining unit will be forwarded annually in November, March and July to the President of the Association and membership@pseofwa.org. The aforementioned data of new employees will be provided to the President of the Association and membership@pseofwa.org within ten (10) working days of their hire date.

Section 4.3.1. New Employee Orientation.

New employees will be provided an opportunity to meet with an Association representative for thirty (30) minutes paid time within ninety (90) days of the employees' start dates. These opportunities will occur during new employee orientations whenever possible. For hires that do not correspond with new employee orientations, the Association President will submit a proposed schedule for such meetings to the Executive Director of Human Resources.

Section 4.4.

The Association reserves and retains the right to delegate any right or duty contained herein, within the scope of statute, to appropriate officials of the Association.

Section 4.5.

In alignment with District Association job descriptions, all data entry and extraction work related to the student's permanent record and entered into any and all electronic systems is the sole work of PSE employees. This includes entering all immunization data and sending reminder letters to families. Anecdotal student health information may be entered by staff other than bargaining unit members.

If a Service Center Association employee is absent for more than three (3) consecutive days, and data entry is emergent in nature, a Service Center Association employee is authorized to input the necessary data. The department supervisor will determine if the situation is emergent, based on the following criteria: an emergent situation is one that requires immediate, temporary action to protect the District or worksite operations or the health, safety, or welfare of employees, students and/or the public. The department supervisor will provide notification to the Association President that shall include a brief description of the emergent situation and which the Association employee has input the necessary data by the following business day.

Section 4.6. Interview Panel.

The Association shall be on the interview panel for all Association bargaining unit positions, building-level administrators and department heads, e.g., directors, managers.



Section 4.7. Assessments.

The assessment process will be used as a screening mechanism only. Human Resources shall seek input from the Association's Executive Board on the assessment process. Assessment results will be presented prior to interviews along with the interview documents.

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Collective Bargaining Agreement (2023-2025)

Office Professionals of Marysville Chapter #1115 Marysville School District #25



ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

Section 5.1.

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are those relating to hours, wages, grievances, procedures, and general working conditions of employees in the bargaining unit subject to this Agreement.

ARTICLE VI

ASSOCIATION REPRESENTATION

Section 6.1. The Association 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 Association members selected by the Association and District members selected by the District. 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 Association and approval by the Board. The Committee will attempt to meet monthly. The Association President and a District Representative shall attempt to establish the yearly calendar for meetings of the Committee in September of each year.

ARTICLE VII

HOURS OF WORK

Section 7.1. Workweek.

The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday.

Section 7.2. Regular Shift.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of one (1) calendar week, except in cases of emergency.

Section 7.2.1. The PSE Calendar.

During the May Labor Management meeting, the Committee will create basic calendars for PSE employees. The District will provide said calendars, no later than ten (10) days prior to the start of the school year. Changes to calendars may be made per Section 7.2.2. PSE employees who make changes will return the calendar to the District by October 1.

Section 7.2.2. Calendar Changes for Less than 260-Day Employees

Upon approval by a supervisor, a change in calendar days will be allowed, with the exception of the ten (10) days prior to the start of the school year.

Section 7.3. Normal Work Shift.

The normal work shift shall consist of eight (8) hours plus at least a thirty (30) minute uninterrupted duty-free lunch period as near the middle of the shift as is practicable. Two (2) fifteen (15) minute breaks shall be allowed as near the middle of each half ($\frac{1}{2}$) shift as practicable, not to coincide with lunch or at the end of the work shift.

Section 7.4. Maximum Hours Without a Break.

No employee shall be required to work more than three (3) hours without a fifteen (15) minute rest period. Employees who work five (5) to seven and a half (7½) hours a day shall be allowed a thirty (30) minute uninterrupted duty-free lunch period as near the middle of the shift as is practicable. One (1) fifteen (15) minute break shall be allowed, not to coincide with lunch or at the end of the work shift.

Section 7.5. Working Through Lunch Period.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates of pay, if applicable, according to Section 7.7.1.

Section 7.6. School Closure.

In the event of an unusual school closure due to inclement weather, site inoperation, or the like, the District will make every effort to notify each employee to refrain from coming to work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event the employee has been actually notified by the District of the closure one half (½) hour or more prior to the established reporting time.

Section 7.7. Overtime.

In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable under the circumstances. Normally, employees designated to work overtime on days outside their regular workweek (Monday through Friday) will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.

Section 7.7.1. Overtime Rate.

Overtime rate is defined as being one and one half $(1\frac{1}{2})$ times the employee's regular hourly rate of pay, except as otherwise provided in Sections 7.7.3. and 8.1.1.



Section 7.7.2.

All hours required by the District to be worked in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated at the overtime rate of pay with the exception that in the event that an employee and supervisor agree ahead of time, an employee may work more than forty (40) hours in a week and be compensated one and one half ($1\frac{1}{2}$) per hour work (L&I) in compensatory time at a mutually agreed upon day and time within the same pay period. The OT provision beyond eight (8) hours a day shall not be applicable if the employee agrees to a schedule of four (4) ten (10) hour days.

Section 7.7.3. Weekend Work.

All hours required by the District to be worked on a Saturday shall be compensated at the overtime rate of pay. All hours required by the District to be worked on a Sunday shall be compensated at two (2) times the employee's regular rate of pay. Compensation for holiday pay is covered in Section 8.1.1.

Section 7.8. Employee Access Information.

Each employee within the bargaining unit shall receive, at the annual meeting(s) in August, instructions for obtaining employee access information. Newly hired employees shall receive instructions on how to retrieve this information during onboarding.

Section 7.9. Additional Hours.

The District will make available to each school site, an allocation of eighty (80) hours for the purpose of addressing workload issues with the exception of Tulalip Heritage High School and 10th Street Middle School, which will receive fifty (50) hours. Access to this allocation shall be triggered by notification to the school principal by the school's Office Manager or an Association department representative that the hours are needed. Allocation shall be in accordance with the following schedule:

	NUMBER OF
SCHOOL/SITE	EQUIVALENT HOURS
• Elementary Schools (All)	80
• Middle Schools (All)	80
• 10th Street Middle School	50
 Tulalip Heritage High School 	50
• High Schools (All)	80
• Service Center (All Departments)	

- o Department of one (1) PSE Employee ten (10) hours
- o Department of two-four (2-4) PSE Employees twenty (20) hours
- O Department of five or more (5+) PSE Employees thirty (30) hours

Annually after reconciling each year, hours not utilized by August 31 shall be pooled and equally distributed by October 1 to all schools that exceeded their allocation.

Section 7.10. Enrollment Reporting Extra Hours.

Any additional hours requested for the purpose of enrollment reporting, including the number of days and the start and end times for the extra hours, will be paid for through the Finance office. The extra hours require prior approval in writing from the school principal. It is the employee's responsibility to receive prior approval. If the employee does not receive prior approval the school site will incur the cost.

ARTICLE VIII

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HOLIDAYS AND VACATIONS

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Section 8.1. Holidays.

All employees shall receive the following paid holidays that fall within their work year:

New Year's Day 1.

> 2. Martin Luther King Day 3. President's Day

4. Memorial Day

5. Juneteenth

Independence Day 6.

7. Day After Independence Day 8. Labor Day

9. Veterans' Day

10. Thanksgiving Day

Day after Thanksgiving Day 11

12. Christmas Eve Day

13. Christmas Day

Employees who are required to work on the above-described holidays shall receive the pay due

holiday which falls on a Saturday or Sunday is observed by the District on a weekday, employees

required to work on such weekdays shall receive twice their basic rate for all hours worked, plus

Vacation Days

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them for the holiday, plus twice their basic rate for all hours worked on such holidays. If a

14. New Year's Eve Day

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Section 8.1.1. Worked Holidays.

the pay due them for the holiday.

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Section 8.2. Vacation.

Marysville School District #25

For the 2023-2024 School Year, paid vacation will be granted to PSE employees based on their full time equivalent (FTE) status and years of service as follows:

All Employees

Years of Service

0 through 4

5 through 9

15 +

10 through 14

26 27

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29 30

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Years of service for the purpose of determining vacation credit in applying the above-referenced chart, an

40 41 42

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Years 10-14

Years 15-19

Years 20-24

ears 25+



2.95

2.81

Effective September 1, 2024, paid vacation will be granted to PSE employees based on their hours per day and years of service as follows:

<u>All Employees</u>		
Years of Service	Vacation Days	
0 through 4	15	
5 through 9	20	
10 through 14	25	
15+	28	

All Employees

Years of service for the purpose of determining vacation credit in applying the above-referenced chart, an Association employee shall move to the next higher step upon completion of their fourth (4th), ninth (9th) and fourteenth (14th) year. Employees that work less than two hundred and sixty (260) days will receive vacation as payment.

Section 8.2.1. Vacation Leave Cash-Out.

A two hundred sixty (260) day employee 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 paycheck.

Section 8.3. Vacation Requests.

With the exception of events of great significance, there shall be no vacation requests within the period of ten (10) workdays prior to the start of the school year. This shall include all two hundred sixty (260) day and less than two hundred sixty (260) day employees. All requests of this nature will require the approval of the supervisor, the Executive Director of Human Resources and with input of the Association President.

ARTICLE IX

LEAVES

The intent of the leave provisions is to make it possible for employees to be absent for the purposes provided for in this Article. Any abuse of the leave provisions, as determined by the District, or the procurement of leave benefits by fraud, deceit, or falsified statement, shall result in loss of pay for the days missed and/or disciplinary action.

Section 9.1. Sick Leave Regular Employees.

A regular employee (ongoing year to year position that is covered by all of the provisions of this Agreement) is entitled to and will be credited twelve (12) days of sick leave per year at the beginning of each contract year.

Section 9.2. Sick Leave Substitute Employees.

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

Section 9.3. Sick Leave Purpose.

Purpose: In addition to use for emergencies, 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.

Section 9.4. 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 facto, step, in loco parentis, and legal guardian.

Section 9.5. Sick Leave Usage Minimum.

Employees shall use sick leave in time increments consistent with the Employer's payroll time tracking system, but in no case in increments greater than one (1) hour, i.e., if an employer's payroll system tracks time in fifteen (15) minute increments, the employer shall allow such employees to use paid sick leave in fifteen (15) minute increments.

Section 9.6. Sick Leave Allowance - Annual Cash Out.

When an employee shall have accumulated in excess of sixty (60) 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 staff during the month of February. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of applicable regulations.

Section 9.7. Sick Leave Accrual and Carryover Maximum.

Employees shall be allowed to accrue and carryover from year to year a maximum of one thousand four hundred forty (1,440) hours.

Section 9.8. Sick Leave Allowance - Conversion Upon Separation or Death.

Any employee who separates from the District pursuant to the provisions of RCW 28A.400.210 during or at the conclusion of a school year may elect (personally or by their personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of one (1) day's current compensation of the employee for each four (4) full days of accrued sick leave. No more than one hundred eighty (180) accrued sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable regulations.

Section 9.9. Physician Statement.

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

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Section 9.10. 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.

Section 9.11. Emergency Leave.

Emergency leave will be deducted from sick leave and may be granted for the purpose of an emergency need of the employee subject to the following conditions:

A. The problem cannot be one of minor importance or of mere convenience but must be of a serious nature.

B. The problem must have been suddenly precipitated and/or of such nature that preplanning could not relieve the necessity for the employee's absence.

C. The leave cannot be in lieu of sick leave, leave of absence, maternity leave, or military leave; and cannot be connected with, or an extension of, any form of authorized leave, except for situations beyond the employee's control. Employees may use emergency leave in hourly increments.

Section 9.12. Personal Leave.

Four (4) days of personal leave is allocated to an Association employee each fiscal year. Employees may accumulate up to eight (8) days of leave per fiscal year. Employees may use personal leave time in hourly increments. If at the end of the fiscal year the Association employee has unused personal leave, the employee may be paid their current rate of pay for the unused personal leave time. Application for such cash out must be submitted by August 31. Any personal leave time in excess of two (2) days as of September 1 will be automatically cashed out by payroll. Payment will be made within the October payroll run.

Two (2) days of limited personal leave will be granted to an employee each year. Limited personal leave will be used with the pre-approval of the employee's supervisor. Limited personal leave will generally be approved to be used if no sub is required. Limited personal leave may not be used on days designated by the District or the building for professional learning. Limited personal leave is not accumulated and may not be carried over from year to year and may be cashed out if the time off was not approved for use. It will be a topic of meet and confer to review that there are adequate opportunities for use.

Section 9.13. Family Medical Leave.

Eligible employees will have rights that are afforded under the FMLA or the Washington State Medical and Family Leave Act, RCW Chapter 49.78.

Section 9.13.1. Washington Paid Family and Medical Leave (PFML).

Employees are eligible to apply for Paid Family Medical Leave (PFML) benefits in accordance with RCW 50A.15.020. The District shall post a notice about the benefits available to employees. To access the benefits, employees are required to file a claim with the Employment Security Department (ESD). Once the claim is processed and approved, all payments will come from the ESD. The ESD determines the employee's eligibility and benefits. Employees will be required to contact the ESD to determine the amount of leave and benefits available to them. To qualify for PFML, employees must work at least eight hundred twenty (820) hours in Washington State during the qualifying period.



Section 9.14. Perfect Attendance.

Employees who do not use sick leave or take leave without pay within a semester, shall be allowed one
(1) day to be added to the employee's vacation allotment. The maximum number of days added to the
vacation allotment shall be two (2) days of vacation per year.

For purposes of clarification, the first semester shall be September 1 through the last working day in February and added to the employee's vacation allotment no later than March 31. The second semester shall be March 1 through August 31 and shall be added to the employee's vacation allotment no later than September 30.

Allotment for two hundred sixty (260) day employees shall be added to their vacation bank. Allotment for less than two hundred sixty (260) day employees shall be paid each semester.

Section 9.15. Subpoena Leave.

In the event an employee is subpoenaed to appear in court, one (1) day may be utilized. Such leave may be granted, at the District's discretion, with full pay, less any payments allowed for appearing.

Section 9.16. Judicial/Jury Duty Leave.

In the event an employee is summoned to serve as a juror or is named as a co-defendant with the District, the employee shall notify the District as soon as possible. Such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence. If the employee has a minimum of two (2) hours remaining of their workday once dismissed by the court from further obligations, the employee will contact their supervisor prior to reporting back to work.

Section 9.17. Military Leave.

Military leave will be provided for any employee who qualifies under RCW 38.40.060 "Military Leaves for Public Employees." Military reservists called to duty in excess of the paid days authorized by RCW 38.40.060 will be granted leave without pay for the additional duration of their duty. Copies of documentation will be required.

Section 9.18. Bereavement Leave.

An employee shall be allowed up to five (5) days leave with pay, non-cumulative, at the death of any relative residing in the employee's household and/or the following family members: spouse, domestic partner, parents, grandparents, children, grandchildren, in-laws, aunts, uncles, nieces, nephews, cousins and siblings of the employee or the employee's spouse or domestic partner. Exceptions to this may be granted by the Executive Director of Human Resources. Employees shall be allowed one (1) day leave with pay at the death of a non-family member. This leave does not affect the employee's annual leave balance. In situations where personal problems are a result of bereavement, the Association employee may be granted an extended leave of absence without pay, upon approval of the Executive Director of Human Resources. Such an extended leave shall not exceed ninety (90) calendar days.

Section 9.19. Association Leave.

The President of the Association and designated representatives will be provided time off without loss of pay to a maximum of five (5) days per year to attend Association, regional, or State meetings with the deduction of the substitute rate of pay. The Organization or the chapter may be billed as appropriate.



Section 9.20. Parental Leave.

The employee has the option of determining the number of sick leave days which will be used for 2 parental leave and deducted from sick leave; provided that employees, upon request of the District, 3 claiming parental leave benefits for more than five (5) and up to ten (10) consecutive days must submit a 4 written statement from a licensed health care professional which outlines the need for their continued 5 absence. An employee may continue their employment as long as they are capable of performing their 6 normal work functions and duties of their job and so long as their personal licensed health care professional concurs. The employee shall give the District an estimate of the dates of beginning and 8 termination of the leave. The official date of leave shall not begin until the workday following the day they leave the job. Said employee shall return to their contracted duties as soon as they are able to 10 perform their duties. It is recommended that the employee endeavors to provide ten (10) workdays' 11 notice of the specific day they intend to return to work. 12

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Section 9.21. Childcare Leave.

Upon request, in writing to Human Resources, childcare leave will be granted, without pay, to an employee for a period of up to one (1) year. Childcare leave will be applicable for the necessary care of a minor child as described in Section 9.4. When returning from childcare leave, the employee will be returned to the position previously held or to one with equivalent pay and benefits. The employee is responsible for continuing health insurance at the employee's own personal expense.

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Section 9.22. Family Care.

Employees shall be allowed to use their sick leave to care for immediate family members who are seriously ill or disabled.

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Section 9.23. Leave without Pay.

The District, at the employee's request, may grant a leave for up to one (1) year without pay for self-improvement or health reasons. Such leave shall not be granted to seek employment outside of the bargaining unit.

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Application for Leave. The employee must apply for a leave of absence not later than one (1) month prior to the expected date of the leave. Such application must include the beginning and ending dates requested and must be made in writing to the Human Resources Office for submittal by the Superintendent to the Board of Directors.

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<u>Employment Status.</u> An employee returning to work from unpaid leave will be assigned to a position within the bargaining unit. The employee will retain accumulated sick leave, vested vacation rights, seniority, and longevity rights while on leave. However, sick leave, vacation credit, seniority, and longevity shall not accrue while the employee is on unpaid leave.

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Section 9.24. Medical Disability Leave (Unpaid).

The Board of Directors may, at the employee's request, grant an unpaid leave of absence for a medical disability for a specified period of time.

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<u>Application for Leave.</u> The employee must make application for leave. Such application must be made in writing to the Human Resources Office for submittal by the Superintendent to the Board of Directors and must include a written statement by a licensed health care professional concurring that a disability exists which requires such leave.



Duration of Leave. A request for extension for up to one (1) additional year may be considered if the medical condition so warrants. The Board, at its discretion, may end a medical leave in the event of termination of the disability when consistent with administration of the school programs.

<u>Application for Reinstatement.</u> The employee must provide a written statement to the Human Resources Office from a licensed health professional stating that the employee is no longer disabled.

<u>Employment Status.</u> An employee returning to work from medical leave will be assigned to a position within the bargaining unit. The employee will retain accumulated sick leave, vested vacation rights, seniority, and longevity rights while on disability. However, sick leave, vacation credit, seniority, and longevity shall not accrue while the employee is on unpaid medical leave.

Section 9.25. Leave Share.

 An employee may transfer leave to an eligible employee within the District as defined in RCW 28A.400.380 and District Policy No. 5406.

Section 9.26. Retirement Incentive.

 An employee planning retirement will become eligible for a five hundred dollar (\$500) retirement incentive payment by submitting written notice of retirement to the Human Resources Office at least sixty (60) calendar days before the effective day of retirement. Payment of the incentive payment will be included in the employee's last check from the District.

Section 9.27. Unpaid Holidays.

In accordance with RCW 1.16.050, after consultation with Human Resources and pursuant to District guidelines, employees are allowed two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. If the employee prefers to take specific days for a reason of faith or conscience, or to attend an organized activity conducted under the auspices of a religious denomination, church, or religious organization, the District will allow the employee to do so unless the employee's absence would impose an undue hardship on the District or the employee is necessary to maintain public safety. Undue hardship shall have the meaning established in rule by the Office of Financial Management.

ARTICLE X

EVALUATION OF EMPLOYEES/PLAN OF IMPROVEMENT

Section 10.1. Initial Evaluation.

All employees new to the District, new to the bargaining unit, or new to a higher-level position will be formally evaluated by the appropriate supervisor, using the appropriate classified evaluation form. This evaluation should take place within the first sixty (60) working days with a thirty (30) day check in with the evaluating supervisor and shall include the following areas: communication, critical thinking, customer service, interpersonal relations, policies and procedures/technical, duties and responsibilities, attitude, flexibility, professional growth and professional responsibilities. Current job descriptions will be readily available to all employees. Employees will be evaluated against their current job description.



Section 10.2. Annual Evaluations.

All employees are to be evaluated annually by the appropriate supervisor, with the evaluation process 2 completed and an original copy sent to the Human Resources Department no later than June 30 of each 3 year. Employees who have not been evaluated by June 30 will be deemed to be proficient in all sections; 4 however, if the probationary period concludes during the month of June, an annual evaluation is not 5 required that year. At any time during the school/work year, if a supervisor is concerned that an 6 employee is unsatisfactory, the supervisor will discuss the performance concerns with the employee and state the performance expectations. The performance concerns will be discussed privately with the 8 supervisor and documented. Performance concerns cannot be used to mark an employee unsatisfactory or needs improvement if these performance concerns were not previously discussed with the employee 10 and the employee was not given ample time to improve prior to the annual performance evaluation 11 conference. 12

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Section 10.3. Evaluation Period.

Annual evaluations are considered to cover the period of July 1 through June 30 of the school year.

Section 10.4. Evaluation Conference.

An evaluation conference must be carried on by the evaluator in person with the employee allowing reasonable time for discussion of the evaluative points made.

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Section 10.5. Evaluation Signature Requirement.

Each employee is required to sign the evaluation at the time of the evaluation conference with the supervisor. The supervisor shall explain that signing does not imply agreement by the employee, but merely that the employee has seen the supervisor's evaluation, and the employee has received a copy. If the employee wishes to make comments, a written response must be submitted to the Human Resources Department within seventy-two (72) hours of the evaluation conference. The employees' written response must be attached to the original signed document which is filed in the Human Resources Department.

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Section 10.6. Employee Comment Allowance.

Once signed and filed in the Human Resources Office, that particular evaluation will become a permanent part of the employee's permanent personnel file and can be modified only by an additional and subsequent evaluation.

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Section 10.7. Plan of Improvement.

In the event an employee is not meeting the job duties and/or responsibilities required of the position, the following steps shall be implemented, prior to the employee being placed on a Plan of Improvement. The steps below are not intended to replace the sixty (60) working day probationary period.

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- 1. Supervisor meets with employee to address performance concerns and share job expectations.
- 2. Supervisor will meet with employee within five (5) working days to present written expectations.
- 3. A twenty (20) working day progress meeting will then be held to evaluate progress.
- 4. If progress is not achieved after a total of thirty-five (35) working days, the employee will then be placed on a Plan of Improvement.

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If, after working under the Plan of Improvement for thirty (30) working days, the employee is not successful, the Association and the District will confer with the employee regarding available options which may include disciplinary action or involuntary transfer.



ARTICLE XI

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

Section 11.1. Seniority Date.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment as an employee of this bargaining unit (hereinafter "seniority date") unless such seniority shall be lost as hereinafter provided.

Section 11.2. Probationary Period.

Each new hire to the bargaining unit shall remain on a probationary status for a period of not more than sixty (60) working days following the hire date. During this probationary period, the District may discharge such an employee at its discretion.

Section 11.3. Completion of Probationary Period.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 11.4. Loss of Seniority.

The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for justifiable cause, or retirement.

Section 11.5. Exclusion to Loss of Seniority.

Seniority rights shall not be lost for the following reasons, without limitation:

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
- B. Time spent on authorized leave; or
- C. Change in job classification within the bargaining unit, as hereinafter provided.

Section 11.6. Seniority Effective Date.

Seniority rights shall be effective within the general job classification of PSE employees, except as provided in Section 11.8 of this Article.

Section 11.7. Notification of Open Association Positions.

All current PSE employees shall be notified by District email of all open Association positions. Said openings shall be posted a minimum of one (1) week concurrently with the District's online application system. Existing positions may be increased up to sixty (60) minutes per day and/or thirteen (13) working days before the additional time and/or working days are considered an opening, requiring posting. Positions so posted will be filled with a regular employee as soon as a qualified employee can be found. However, in most cases, every effort will be made to fill the position within fifteen (15) days from the date of posting. Open positions within any classification may be applied for by current PSE employees. The District will fill all positions with persons deemed best qualified for the position. Should it be determined that qualifications and abilities are equal, seniority will be the determining factor.

If a qualified PSE employee should apply, the supervisor shall interview the Association employee. Should more than one (1) qualified PSE employee apply, the supervisor shall interview a minimum of two (2). Any Association employee who is interviewed and is not offered the position will, upon their request, be given feedback as to how they can improve their interview performance in the future. The

interviewing supervisor shall notify PSE employees who were interviewed regarding the outcome of the hiring before the name of the successful candidate is announced.

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Section 11.7.1. Vacancy.

A vacancy is any newly created position to be filled or any previously existing or continuing position to be filled to which no regular employee has been transferred.

Section 11.7.2. Temporary Positions.

In order to minimize the impact to buildings/departments, regular employees may apply for posted temporary positions that will be vacant for ninety (90) calendar days or more, provided it is an increase in days/hours for the employee. The employee has the right to return to their former position when the temporary position ends. Such scenario will be limited to two (2) employee movements, after which substitutes will be used for the remaining temporary position. Such appointments shall be limited to the duration of the posted temporary position only.

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Section 11.7.2.1. Vacancy Coverage.

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Section 11.7.3. Voluntary Transfers.

All PSE employees shall be notified of all open Association positions. To be considered, an employee must provide the information required in the posting on or before the deadline provided. An employee who wishes to be considered for a transfer may request a transfer to another position in the same and/or lower level than the PSE employee's current position, regardless of number of hours or days per year. Any PSE employee who requests a transfer to an equal or lower level shall not be required to go through the assessment process. Requests for transfer will be reviewed for possible placement only after all displaced PSE employees have been considered for vacant positions. Transfer requests will be reviewed to determine whether a transfer request has been received for that particular position prior to screening applications received via the District's online application system. All current PSE employees who have requested a transfer to, or applied for, the vacancy, shall have their names forwarded to the hiring supervisor. Only after a review of current PSE employees' requests shall the hiring supervisor consider non-employee applicants. To be considered for transfer, the PSE employee must have been employed in their current position for a minimum of one (1) year and currently not on a formal Plan of Improvement. In making the transfer decision, the supervisor shall consider each PSE employee's skill, ability, qualifications, and experience to perform the duties and responsibilities of the position. Should it be determined that qualifications and abilities are equal, seniority will be the determining factor.

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Section 11.7.4. Involuntary Transfers.

Regular employees may be transferred, at the District's discretion, in situations where a personnel conflict occurs, and the employee's continued employment is in jeopardy (see Section 10.8). The District will meet with the Association prior to approaching either employee and include the Association President or their designee in all subsequent meetings.

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Section 11.7.5. Job Exchange.

No job exchange will take place until the District has met its obligations to meet with the Association prior.



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Section 11.8. Reduction in Force (RIF) Procedures.

The District will bargain with the Association the impact of potential reduction in force prior to the thirty (30) day notification as outlined in Section 11.8.1. In the event of a reduction in force/elimination of position, employees shall be separated based on seniority within each of the salary schedule job groupings (Levels 1 through 3), separated as to (A) two hundred sixty (260) day employees and (B) less than two hundred sixty (260) day employees. Employees shall not be promoted due to a reduction in personnel. For the purposes of this Article, an increase in days shall not be considered a promotion.

Section 11.8.1. RIF Notification.

The District may separate any Association employee without prejudice for reasons of economy or curtailment of work, provided that provisions in Section 11.8. are adhered to. PSE employees will be provided with a thirty (30) calendar day notification of any potential reduction in force impacting PSE employees. A fifteen (15) calendar day notification will be provided to impacted PSE employees.

Section 11.8.2.

Should a PSE employee present a grievance in connection with a RIF to the District, the RIF shall be reviewed under the terms of the grievance procedure.

Section 11.8.3. Re-Employment.

PSE employees with regular status, who are terminated because of a reduction in force, shall be placed on a re-employment list maintained by the District according to seniority and are to have priority to the extent of one (1) opportunity in filling any opening. Re-employment shall reverse the process and order of the original reduction-in-personnel ranking. If a classification from which a PSE employee was terminated is subsequently abolished, altered, or replaced by a different class, the PSE employee's re-employment shall be to such classification as reasonably represents the same or similar duties and relative salary whereupon all other provisions of this Section and other applicable Sections shall apply. Names shall remain on the re-employment list for eighteen (18) months, and those affected shall retain accrued sick leave, vested vacation rights, seniority, and longevity while a PSE employee of the employment pool, but shall not accrue additional benefits during this time. Should an employee accept a position with less pay (fewer hours or days or a lower level), said employee will remain on the reemployment list and/or be eligible to take an open position (financially equal with their previous position) within fifteen (15) calendar days of their layoff notification.

Section 11.8.4. Layoff Status.

An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided, that the position offered is equal to at least ninety percent (90%) of the total wage rates, hours and days of the position held prior to layoff. Said employee will remain on the reemployment list as outlined under Section 11.8.3.

Section 11.8.5. Keep Human Resources Informed of Address.

An employee on layoff status shall file their address in writing with the Human Resources Office of the District and shall thereafter promptly advise the District in writing of any change of

Section 11.8.6. Forfeiting Reemployment Rights.

An Association employee shall forfeit rights to re-employment as provided in Section 11.8.3 if: A. The Association employee does not comply with the requirements of Section 11.8.5;



B. If the Association employee does not respond to the offer of re-employment within five (5) calendar days; or C. If an Association employee rejects an offer of employment as prescribed in Section 11.8.3. ARTICLE XII DISCIPLINE AND DISCHARGE OF EMPLOYEES Section 12.1. District Discipline or Discharge Rights. 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 which will not embarrass the employee before other employees or the public. Prior to any meeting between an employee in the bargaining unit and their supervisor, where disciplinary action is anticipated to result, the employee will be notified of their right for representation by the Association.

Section 12.2. 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. (Documentation placed in personnel file).

- B. Letter of reprimand. (Documentation placed in personnel file).
- C. Suspension without pay.
- D. Termination.

Section 12.3. Discharge Notification.

Discharge, except in disciplinary cases, shall require ten (10) working days' notice. This applies equally to employer and employee.

ARTICLE XIII

INSURANCE

Section 13.1. School Employees Benefits (SEBB) Eligibility.

Beginning each new school year, the parties agree to abide by the provisions mandated by State law and SEBB regarding employee benefits and eligibility. The employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit employees and their dependents as required by State law and SEBB. The annual costs of the Health Care Authority (HCA) shall be borne by the District as part of the SEBB agreement.



Section 13.2. VEBA.

- The District has adopted the VEBA health reimbursement program. The District agrees to contribute to
- VEBA on behalf of all PSE employees defined as eligible to participate in the program. Each Association
- 4 employee must submit a completed and signed membership enrollment form to become a VEBA
- 5 participant.

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Section 13.3. Health Benefit VEBA Mitigation Fund.

The District shall contribute to each Association employee's VEBA account. Effective September 1, 2023, the District shall fund seventy-five dollars (\$75) per employee per month into their VEBA account.

Section 13.4. Tort Liability.

The District will provide tort liability coverage for all employees subject to this Agreement while the employee is performing duties assigned. Some acts are not covered, including but not limited to, intentional acts of wrongdoing or criminal acts. This coverage is more fully outlined in the District's insurance coverage agreement.

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Section 13.5. Unemployment.

The District shall participate with the Washington State Unemployment Compensation Fund or approved cooperative requisite to providing unemployment benefits for all eligible employees subject to this Agreement.

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Section 13.6. Washington State Department of Labor and Industries (L&I) Worker's

Compensation.

In the event PSE employees are absent for reasons which are covered by industrial insurance, the District shall allow the Association employee the option to use accrued sick, personal, and/or vacation leave balances, in addition to any monies paid to the employee directly by L&I. PSE employees shall be offered the options provided on the District's "Leaves Authorization Form". Employees are encouraged to speak with the Human Resources Department.

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Section 13.7. Retirement.

The District shall follow all applicable State retirement laws when reporting employee information to the Department of Retirement Systems.

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Section 13.8. Retirement Contributions.

In the event an Association employee sustains a duty-incurred injury and is temporarily disabled the District will continue the employer's share of contributions for health benefits up to a maximum of twelve (12) months. In the event an employee exhausts their sick leave and has not returned to work, and is not receiving any compensation from the District, the District shall pay both the employer and employee retirement contributions to the retirement system and continue the District's insurance contribution for up to a maximum of twelve (12) consecutive weeks from the date the employee exhausted their sick leave.

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Section 13.9. Loss of Personal Property.

The District shall fully reimburse the PSE employees for replacement of any clothing, eye glasses, hearing aids or any other required medical devices, damaged or destroyed through no fault of their own during the course of their assigned duties.

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Section 13.10. Voluntary Investment Deductions.

All employees subject to this Agreement shall be entitled to participate in voluntary investment plans



available to District Employees. A list of 403B investments that are provided through OMNI (or current vendor) and the Deferred Compensation Plan (DCP) is available through the State of Washington. Upon notification from OMNI or DCP that an employee has elected a monthly deduction plan, the District shall make the appropriate new or revised deduction from the employee's salary in the next payroll cycle. Deductions will continue until a cancellation notice is received in payroll from OMNI or DCP.

Section 13.11. Long Term Care Trust Act.

Effective January 1, 2022, the District will remit to the State of Washington the amount required to fund the employee portion of the Long-Term Services and Support Trust.

ARTICLE XIV

VOCATIONAL TRAINING

Section 14.1. Mandatory Training Payments.

Employees attending training courses required by State regulation or District policy as a condition of continued employment will be paid by the District at the employee's appropriate hourly rate of pay for all time in attendance, plus any fee, tuition, or transportation costs.

Section 14.2. Requested Training Payments.

Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuitions will be paid by the District.

Section 14.3. Transportation Costs.

Transportation must be cleared with the District as much as possible. Paid transportation expense allowed will be for the lesser of: (A) normal and reasonable expenses from the District Administrative Office to the training location and return or (B) normal and reasonable expenses from the employee's principal residence to the training location and return.

Section 14.4. Records of Academic Credit.

Employees shall have the opportunity to place records of academic credit in their personnel file as they are acquired.

Section 14.5. Professional Development Opportunities.

The District and Association shall create opportunities throughout the school year for employees to meet voluntarily with one another to participate in activities designed to enhance professional skills and capabilities. Such activities may include information sharing among employees, training in program applications provided by the District, instruction by visiting experts, and any other educational activity deemed beneficial to both employees and the District. Employees attending such sessions outside of their normal work schedule may, with supervisor approval, flex their workday or calendar to accommodate attendance. Should attendance extend beyond the normal hours of work for an employee and if there is pre-agreement with that employee's supervisor, the employee shall be compensated at the appropriate rate for extra time worked.



Section 14.5.1. Professional Development.

The District will make available five hundred dollars (\$500) per year, per Association employee for the purpose of professional development. Upon approval of the immediate supervisor, employees may be granted two (2) days' leave for professional development.

Section 14.6. Salary Credits.

PSE employees successfully completing an educational or professional-related training course of eight (8) hours or a combination of courses adding up to eight (8) hours approved by the building/ department administrator, shall receive a stipend of one hundred dollars (\$100) per year for every eight (8) hours earned, paid in monthly increments. The training course must have been sponsored by the District or received prior approval from the building/department administrator. Salary credit increases for job-related training will become effective within two (2) pay cycles, following the submission of salary credit application documents.

Once two hundred forty (240) hours of salary credit have been earned, an Association employee will be able to earn a total of five (5) credits per year with no career max. Salary credit stipends shall be cumulative year over year reflective of the maximums listed above. The employee shall be responsible for ensuring the District receives proper documentation.

If training is facilitated by the District, the sign-in sheet will be utilized for documentation for salary credit. If the training is facilitated by other sources, a certificate of completion/transcripts will be required for salary credits. Following the submission of proper documentation by PSE employees, the District shall provide the employee with an acknowledgement that the salary credit request has been processed within thirty (30) days of receipt. In order to remain compliant, the District will audit records at their discretion. If requested documentation cannot be provided by the Association employee, the District will then have the right to retroactively adjust pay.

Section 14.7. Educational, Professional and Public Service Standards Programs.

Employees shall receive monthly stipends for which they are qualified. Such payment shall begin in the month following confirmation of the award and submission to the Executive Director of Human Resources.

Educational Standards

Master's Degree	\$255.00 (exempt stipend list)
Baccalaureate Degree	\$225.00
Associate of Arts Degree	\$155.00

Professional Standards

Certified Educational Office Employee	\$245.00
NAEOP Professional Standards Certificate	\$105.00
WASBO Certified School Business Specialist	\$105.00

PSE employees shall be eligible for one (1) stipend from both Educational and Professional Standards receiving the highest qualifying stipend.



PSE employees shall receive additional annual stipends for all Public Service Standards for which they are qualified, as outlined below. These Public Service Standards shall be paid on an annual basis during the July pay cycle.

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Public Service Standards

Notary Public*	\$255.00
Public-School Employees	\$255.00
Certified Bilingual	\$200.00

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*Limit to one (1) Association employee

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ARTICLE XV

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ASSOCIATION MEMBERSHIP AND CHECKOFF

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Section 15.1. Association Member Dues Payment.

Employees who are members in good standing of the Association may maintain their membership. The District will refer any inquiries about Association membership, including rescinding Association membership and dues deduction, directly to Association leadership.

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Section 15.2. Dues Payments.

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15.2.1. State Dues.

The District shall deduct state Association dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

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Section 15.2.2. COPE.

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The District agrees to deduct and to transmit to the Association a specified amount from each employee's pay, subject to the voluntarily executed COPE (Committee on Political Empowerment) payroll authorization form.

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Section 15.2.3. Local Dues.

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The District shall deduct local dues monthly as established by the Local Association Chapter #1115 and remit the same to the Treasurer of the Chapter.

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Section 15.3. Hold Harmless.

The Association agrees to indemnify the District for any penalties, fines, sanctions or payments (including payments to employees for wrongfully withheld wages), attributable to withholdings pursuant to authorization deductions that have been submitted on the Association's voluntary COPE contribution

forms.

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Section 15.4. Membership Recission.

Employees subject to this Agreement requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such requests in writing to PSE/SEIU 1948, following the constitution, bylaws and any and all relevant conditions, policies and procedures. Providing



such conditions have been met, the Association shall inform the District of the employee's non-member status consistent with notification in Section 15.5.

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Section 15.5. Checkoff.

The Association shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU 1948, and shall provide updates, additions, and/or other changes in membership status to the District upon request. The District agrees to accept dues authorizations by Esignature. The Association will be the custodian of records related to authorizations. The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of those records.

Section 15.6. Agency Fee Restoration Contingency.

In the event there is a change in law or holding by a court of competent jurisdiction that allows for the withholding of dues or equivalent fee as a condition of employment, the Association and the District shall agree to bargain the effect of any such decision inclusive of union security and dues deduction.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.1. Grievance.

A grievance is an allegation by an Association employee, group of PSE employees or the Association involving the application, interpretation or the violation of the terms of this Agreement. Grievances not submitted in accordance with these procedures shall be considered waived.

Section 16.2. Step I.

An alleged grievance shall be discussed with the appropriate supervisor(s) within twenty-five (25) working days of the occurrence of the action precipitating the grievance or the date when the grievant became aware of the actions which precipitated the grievance.

Section 16.3. Step II.

A grievance not resolved at Step I may be presented by the Association employee to the Association. Should the Association agree that the grievance is valid, the grievance shall be reduced in writing and presented to the Executive Director of Human Resources no later than fifteen (15) working days following the discussion as provided in Step I. A meeting will be scheduled within ten (10) working days of receipt of the grievance. A written decision by the Executive Director of Human Resources will be rendered by the District within five (5) working days of the grievance meeting.

Section 16.4. Step III.

Should the Association employee and the Association agree that the resulting written decision from Step II is not satisfactory, within fifteen (15) working days, the grievance may be presented in writing to the Superintendent or their representative. A meeting will be held within ten (10) working days of the receipt of the request and a written decision by the District rendered within five (5) workings days of the meeting.



Section 16.5. Step IV.

Should the Association employee and the Association agree that the resulting written decision from Step III is not satisfactory, within ten (10) workings days of the receipt of the decision, the grievance may be submitted to the American Arbitration Association, or PERC, for arbitration under their rules and within the following guidelines:

• The Arbitrator shall limit their 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 their authority. The decision shall be final and binding on the Association, the Association employee(s) involved, the District and the Marysville 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 incurring party and neither party shall be responsible for the expenses of witnesses called by the other.

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

Section 16.6. Failure to Submit to Next Step.

If an Association employee and/or the Association fail 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 Association may mutually agree to extend the time limits at any one of the steps.

ARTICLE XVII

TRANSFER OF PREVIOUS EXPERIENCE

Section 17.1. Non-Washington State School District Experience.

Newly hired PSE employees from other than Washington State School District positions may be allowed experience credit for salary step purposes if previous experience relates to the work assigned. Such experience may be allowed at the rate of one-half (½) year for each full year of prior similar work experience. The District shall be consistent in the application of this Section regarding the relevant experience and credit received by PSE employees. Such experience credit shall apply only to the salary schedule and not affect any other benefit.

Section 17.2. Washington State School District Experience.

Newly hired PSE employees from other Washington State School District positions shall receive equal salary placement, leave benefits and other benefits as any other PSE employee within the District that has similar occupational status and total years of service. Employees who move from one PSE position to another PSE position within the District, shall retain their current step on the salary schedule. Any years within the District outside of this bargaining unit will be given half (½) credit towards salary step placement.

Section 17.3. Salary and Vacation Step Placement.

PSE employees who are hired during the first half of their contracted workdays will go to the next

applicable salary and vacation steps on the following September 1. PSE employees who are hired after 3

the first half of the contract year will be placed on their next applicable step a year from the following

September 1. 5

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Section 17.4. Discrepancies in Experience Credits.

Any discrepancies in interpretation of transferred experience credits and benefits must be brought to the District's attention within sixty (60) calendar days of the Board action to hire an Association employee.

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ARTICLE XVIII

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SALARIES AND EMPLOYEE COMPENSATION

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Section 18.1. Wages.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. For the purposes of this contract the following wage increases shall be applied to Schedule A.

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- Year 2023-2024: Wage increase equivalent to the Implicit Price Deflator which is 3.7%.
- - Year 2024-2025: Association and District agree to a financial opener for 2024-2025 school year.

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Section 18.1.1. Cost of Living Increase.

Any cost-of-living percentage increase funded will be passed through to all employees. In addition to negotiated financials, wages shall be increased annually by the salary inflationary increase percent used by OSPI.

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Section 18.2. Salaries Contained in Schedule A.

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

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Section 18.3. Advancement to a Higher Paid Level.

When an employee advances to a higher paid level, the employee will maintain their current step on the salary schedule at the higher paid level.

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Section 18.4. Additional Duty Compensation.

Should the District give additional duties to an employee due to elimination of a position or additional requirements related to a specific project or assignment outside of the department/school the Association employee shall receive an increase of one dollar fifty cents (\$1.50) per hour for the duration of this timeperiod. These additional duties require building/department administrator approval.

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Section 18.5. Retroactive Pay.

- Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible, unless another arrangement is agreed upon by the Association employee.
- Retroactive pay resulting from the collective bargaining process shall be paid over the remaining months 46 of the fiscal year. 47



Section 18.5.1. Repayment.

When the District determines that an employee covered by this Agreement was overpaid or underpaid wages, the District shall provide written notice to the employee and Association Executive Board within two (2) business days of the discovery of the error. The notice shall include the amount of the over or under payment, the basis for the claim, and the rights of the employee under this Agreement.

The District and the Association employee, who may choose to have Association representation, will work out a mutually agreeable and reasonable timeline for repayment. Usually, the repayment will be within the work year in which the error occurred and spread evenly through the remaining pay periods. A longer period will be considered when there is assurance the employee will continue employment with the District the following year. By mutual agreement, at least one (1) pay period must be paid at the employee's full, correct rate before repayment deductions can be taken from the employee's check. In the event that the over or under payment is more than ten percent (10%) of an employee's yearly wages, the Association and the employee will meet with the District to negotiate a reasonable repayment schedule.

Should an Association employee separate from the District while in the process of completing a repayment plan for an overpayment, the District has the right to retain the entire net proceeds of the Association employee's final paycheck to be put toward the unpaid balance of the overpayment in question. Should an Association employee separate from the District while in the process of receiving repayment for an underpayment, the Association employee shall be paid the entire net proceeds on the Association employee's final paycheck.

Section 18.6. Incremental Steps.

Incremental steps shall take effect on September 1 of each year during the term of this Agreement; provided the employee has been actively employed continuously for at least one-half (½) of the previous employment year. The employment year shall be described as the period September 1 to August 31.

Section 18.7. Prorated Compensation.

Employment is for workdays and is individually specified. Starting and ending dates vary with the school calendar. Employees shall receive their annual compensation equal monthly payments.

Section 18.8. Travel.

Travel required by the District, including overnight, shall be reimbursed according to existing District policies. Rate per mile in private vehicles shall be paid at the I.R.S. business mileage rate.

Section 18.9. Higher Level Pay.

Employees required to perform the duties and responsibilities regularly performed by a higher paid level Association employee shall receive compensation according to Section 18.3 for the higher paid position during that temporary time retroactive to the first day. It is recognized that on limited occasions more than one (1) employee may be covering these duties and, in this case, employees will receive the higher pay for the hours they worked at the higher level position.

Section 18.10. Longevity Pay.

PSE employees who have worked for the District for ten (10) years or more shall be granted longevity pay per month as outlined below. Such payments shall be reflected on the employee's pay stub as a separate line item.



1	Years of Service	Longevity Pay
2	Ten (10) Years	\$40
3	Fifteen (15) Years	\$80
4	Twenty (20) Years	\$120
5	Twenty-Five (25) Years	\$160

Years of service for the purpose of determining longevity pay in applying the above-referenced chart, an employee shall move to the next higher step upon completion of their tenth (10th), fifteenth (15th), twentieth (20th), and twenty fifth (25th) year. Longevity pay will begin the following September 1.

Section 18.11. Retiree Substitute Wages.

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 Schedule A Level Two (2) Step Five (5).

ARTICLE XIX

RECLASSIFICATION

Section 19.1. Reclassification Committee.

When an Association employee's job requirements have changed within the last two (2) years to such a degree that their current responsibilities are no longer commensurate with their job classification, a review is available through the Reclassification Committee. The exception to this two (2) year provision is set forth in Section 19.2, below. Experience and additional education not required by the District, an increase in the volume of work assigned, and additional duties assumed by the Association employee without the knowledge or approval of the Association employee's immediate supervisor, and personal ability shall not serve as reasons for position reclassification. Reclassification requests may be initiated by an Association employee, a group of PSE employees, or the Association. Reclassification requests by an individual may only be submitted when the Association employee has been in the current position for one (1) year or more. The Reclassification Committee shall be comprised of the following individuals:

- Executive Director of Human Resources;
- Two (2) District administrative appointees;
- The Association President or designee; and
- Two (2) Association appointees.

Section 19.2. Reclassification.

All reclassification requests shall be submitted to the Human Resources office on the approved District form, no earlier than November 1 and no later than February 1. The Association employee must first submit the reclassification form to their immediate supervisor no later than January 16. The immediate supervisor must review and complete the reclassification form and submit the form to the Human Resources Department within fifteen (15) calendar days, but no later than February 1. Failure to meet this deadline will not invalidate the Association employee's reclassification request. The Committee may decide to make an exception to the two (2) year eligibility criteria, and timelines in unusual and compelling circumstances. Reclassification requests will include a statement(s) supporting the need for reclassification of the position(s). Requests shall also describe the duties of the position(s) and provide

information as to how the knowledge, skills and abilities applicable to the position(s) have changed, including but not limited to:

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- Knowledge and Technical Skills
 - o Knowledge and technical skills applicable to the position
- Problem Solving
 - o The combination of numerous variables in order to define viable solutions
 - Creativity in defining a course of action with varying amounts of supervision and assistance
- Complexity
 - The degree to which a position contains numerous tasks requiring time management skills and the ability to establish and balance priorities
 - The ability to draw upon a background of training and experience required for the position, in order to develop solutions to complex problems
 - The degree to which a position requires the direction of the work of others and corresponding responsibility for its accomplishment
- Impact on the Organization
 - o The degree of impact on the organization, students and/or employees of actions taken and not taken
 - The degree of impact on the organization by public perceptions influenced by actions taken or not taken by the position
- The degree of risk to the organization for decisions taken or not taken by the position

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The reclassification packet should be no longer than ten (10) pages. Upon receipt of a reclassification request by the Human Resources Office, the employee, the employee's immediate supervisor and the President of the Association shall be notified. Employees will be notified of the Reclassification Committee's decision by March 30. Reclassification requests shall be limited to no more than sixteen (16) per year on a first come, first served basis.

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Section 19.3. Reclassification Committee Meetings.

The Human Resources representative will convene one (1) or more meetings of the Reclassification Committee no later than March 1 to review reclassification reports. The Committee will jointly:

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• Review all pending classification requests;

Review the job descriptions for positions under review;

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• Compare the position duties/responsibilities to the criteria in the parties' job classification system:

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• Consider the impact within the bargaining unit and compare each of the positions under review with other Association positions; and

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Section 19.4. Reclassification Determination.

A two-thirds (2/3) majority vote of the Reclassification Committee is required in order to implement a reclassification change. In the case of a vote less than two thirds (2/3) of the Reclassification Committee, the final decision will be made by the Executive Director of Human Resources. The decision of the

Committee or Executive Director of Human Resources, as applicable, is final and not subject to the grievance procedure. Human Resources will notify the requesting Association employee(s) of the Committee's decision no later than March 30.

Section 19.5. Reclassification Approval.

Reclassifications that are agreed to and result in a higher level of compensation on Schedule A shall be reflected in the next regular payday and in any case not later than the second regular payday. Retroactive compensation payment shall be made back to September 1 of the school year that the application was received.

ARTICLE XX

TERM AND SEPARABILITY OF PROVISIONS

Section 20.1. Term of Agreement.

The term of this Agreement shall be September 1, 2023, through August 31, 2025.

Section 20.2. Retroactive Provision.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in Section 20.5.

Section 20.3. Invalid Provision.

If any provision of this Agreement or the application of any such provision is held invalid by reason of existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

Section 20.4. Terms to Reopen Agreement.

This Agreement may be reopened by either party and modified at any time during its term upon mutual consent of the parties in writing for the following reasons: to consider the mandate of any legislation enacted following execution of this Agreement which alters the terms and conditions herein, or if the Legislature increases funding for salaries beyond the Implicit Price Deflator salary schedules and stipends for each year may be reopened by either party for negotiations.

Section 20.5. Compliance with Conflicting Statutes or Regulations.

Neither party shall be compelled to comply to any provision of this Agreement which conflicts with applicable State or Federal statutes or regulations.

This Agreement is entered into by and between the Public School Employees Office Professionals of Marysville Chapter #1115 and the Board of Directors for the Marysville School District # 25, County of Snohomish, State of Washington.



SIGNATURE PAGE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 OFFICE PROFESSIONALS OF MARYSVILLE SCHOOL DISTRACT #25 MARYSVILLE CHAPTER #1115 ' Dr. Zac Robbins, Superintendent RaeDeene Lindsey, Chapter President DATE: 2/29/24 DATE: 2/29/2024

DATE: 2/23/2024

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU OFFICE PROFESSIONALS OF MARYSVILLE CHAPTER #1115 AND THE MARYSVILLE SCHOOL DISTRICT #25. THIS AGREEMENT IS ENTERED INTO PURSUANT TO SECTION 20.4 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following Schedule A for the 2023-2024 school year:

Classification						
260 Day Base H	LE\	/EL 1	LEV	/EL 2	LEVEL	_ 3
Year 1	\$	27,08	\$	28,40	\$.	30,36
Year 2	\$	27.63	\$	28.97	\$!	30.96
Year 3	\$	28.19	\$	29.55	\$	31.58
Year 4	\$	28.75	\$	30.15	\$\$	32.21
Year 5-9	\$	29.33	\$	30.75	\$	32.85
Year 10-14	\$	29.53	\$	30.95	\$	33.05
Year 15-19	\$	29.74	\$	31.18	\$	33,28
Year 20-24	\$	29.97	\$	31,38	\$	33.47
Year 25+	\$	30.16	\$	31.58	\$	33.69
Less Than 260			Cla	ssification		
	LE	VEL 1	LE\	/EL 2	LEVE	L 3
Year 1	\$	27.08	\$	28.40	\$	30.36
Year 2	\$	27.63	\$	28.97	\$	30.96
Year 3	\$	28.19	\$	29.55	\$	31.58
Year 4	\$	28.75	\$	30.15	\$	32.21
Year 5-9	\$	29.33	\$	30.75	\$	32.85
Year 10-14	\$	29.63	\$	31.06	\$	33.15
Year 15-19	\$	29.86	\$	31.30	\$	33.39
Year 20-24	\$	30.17	\$	31.58	\$	33.69
Year 25+	\$	30,37	\$	31.80	\$	33,91

The terms of this MOU shall become effective upon signature by all parties below. All other terms of the provisions of the 2023-2025 Collective Bargaining Agreement shall remain in full force and effect.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 MARYSVILLE OP CHAPTER #1115

RaeDeene Lindsey, Chapter President

Dr. Zac Robbins, Superintendent

MARYSVILLE SCHOOL DISTRICT #25

DATE: 2/27/24

MEMORANDUM OF UNDERSTANDING

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THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU OFFICE PROFESSIONALS OF MARYSVILLE CHAPTER #1115 AND THE MARYSVILLE SCHOOL DISTRICT #25. THIS AGREEMENT IS ENTERED INTO PURSUANT TO SECTION 20.4 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

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The parties agree to the following:

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Section 7.9. Additional Hours.

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For the 2024 – 2025 School Year, 10th Street Middle School and Heritage High School shall receive thirty (30) more additional hours for a total of eighty (80) additional hours per site.

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Section 9.12. Personal Leave.

For the 2024 – 2025 School Year, all employees shall be allotted one (1) additional personal leave day for a total of five (5) personal days.

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Section 13.3. Health Benefit VEBA Mitigation Fund.

The District shall contribute to each Association employee's VEBA account. Effective September 1, 2024, the District shall fund eighty dollars (\$80) per employee per month into their VEBA account. The District shall fund an additional five dollars (\$5) per employee per month into their VEBA account every year thereafter.

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Section 14.7. Educational, Professional and Public Service Standards Programs.

Employees shall receive monthly stipends for which they are qualified. Such payment shall begin in the month following confirmation of the award and submission to the Executive Director of Human Resources.

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Educational Standards

Master's Degree	\$260.00 (exempt stipend list)
Baccalaureate Degree	\$230.00
Associate of Arts Degree	\$160.00

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Professional Standards

Certified Educational Office Employee	\$250.00
NAEOP Professional Standards Certificate	\$110.00
WASBO Certified School Business Specialist	\$110.00

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PSE employees shall be eligible for one (1) stipend from both Educational and Professional Standards receiving the highest qualifying stipend.

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PSE employees shall receive additional annual stipends for all Public Service Standards for which they are qualified, as outlined below. These Public Service Standards shall be paid on an annual basis during the July pay cycle.

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Public Service Standards

Notary Public*	\$260.00
Public-School Employees	\$260.00
Certified Bilingual	\$205.00



18.1.1. Cost of Living Increase.

IPD of 3.7% applied to all base rates on Schedule A

Section 18.10. Longevity Pay.

PSE employees who have worked for the District for ten (10) years or more shall be granted longevity pay per month as outlined below. Such payments shall be reflected on the employee's pay stub as a separate line item.

Years of Service	Longevity Pay
Ten (10) Years	\$45
Fifteen (15) Years	\$85
Twenty (20) Years	\$125
Twenty-Five (25) Years	\$165

Years of service for the purpose of determining longevity pay in applying the above-referenced chart, an employee shall move to the next higher step upon completion of their tenth (10th), fifteenth (15th), twentieth (20th), and twenty fifth (25th) year. Longevity pay will begin the following September 1.

The terms of this MOU shall become effective September 1, 2024.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

MARYSVILLE OP CHAPTER #1115

DATE: 8130/2024

RaeDeene Lindsey, Chapter President

BY:

Dr. Zac Robbins, Superintendent

MARYSVILLE SCHOOL DISTRICT #25

S BUILD 180 OF

Marysville School District #25

Public School Employees Salary Schedule

September 1, 2024 - August 31, 2025

	Classification					
PSE Base Hourly Rate of Pay		LEVEL 1		LEVEL 2		LEVEL 3
Year 1	\$	28.09	\$	29.46	\$	31.49
Year 2	\$	28.66	\$	30.05	\$	32.11
Year 3	\$	29.24	\$	30.65	\$	32.75
Year 4	\$	29.82	\$	31.27	\$	33.41
Year 5+	\$	30.42	\$	31.89	\$	34.07

Longevity pay is includ	ed in a monthly	stipend as listed below
10 Years	\$45	
15 Years	\$85	
20 Years	\$125	
25 Years	\$165	

Board Approved: