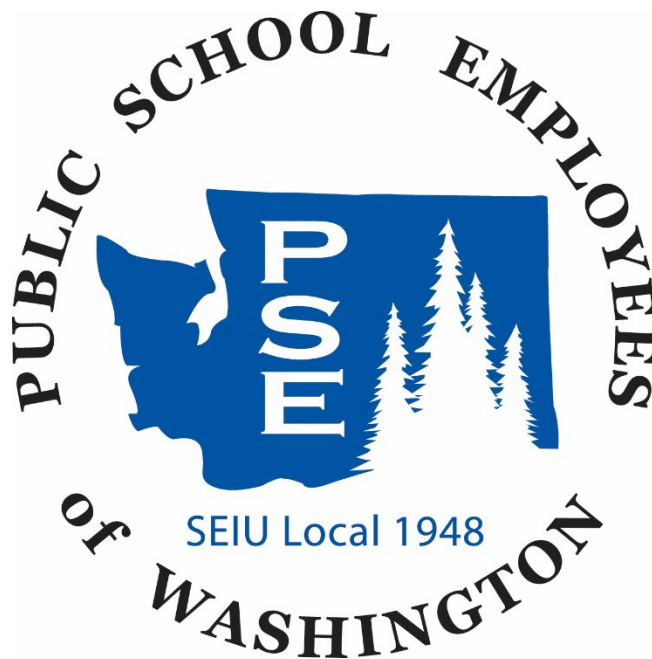


COLLECTIVE BARGAINING AGREEMENT BETWEEN
MOUNT VERNON SCHOOL DISTRICT # 320
AND
PUBLIC SCHOOL EMPLOYEES OF
MOUNT VERNON M & O # 819
(CUSTODIAL, MAINTENANCE, FOOD SERVICE, SECURITY,
TRANSPORTATION MECHANICS AND TECHNOLOGY)

SEPTEMBER 1, 2022 - AUGUST 31, 2025



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DECLARATION OF PRINCIPLES

The Board of Directors of Mount Vernon School District No. 320, hereinafter known as the "District", and the Public School Employees of Mount Vernon, an affiliate of Public School Employees of Washington, hereinafter referred to as the "Association", subject to law and the consideration of service to the public, requires maintenance of orderly and constructive relationships. These relationships will be directed toward the purposeful enhancement of the Employer-Employee relationship, and to promote the general efficiency, morale and security of the employee, as well as the employees positive and zealous contributions to the public interest through their work.

PREAMBLE

This Agreement is made and entered into between Mount Vernon School District No. 320 (hereinafter "District") and Public School Employees of Mount Vernon, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act (Chapter 41.56 RCW) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

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 1.3., 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 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.

The bargaining unit to which this agreement is applicable shall consist of all classified employees in the following general job classifications: Custodians, Maintenance, Food Service, Security, Transportation Mechanics, Technology and substitutes as hereinafter defined in Section 1.3.1.

Supervisors are excluded.

Section 1.3.1. Substitutes.

Substitute classified employees employed for more than thirty (30) days of work in one (1) classification within any twelve (12) month period ending during the current or immediately

preceding school year, and who continue to be available for employment as substitutes, are regular part-time employees of the District and shall be included in the bargaining unit. The following provisions shall constitute the only terms of the Agreement that shall apply to bargaining unit substitutes:

Section 1.1. Recognition and Coverage of Agreement

Section 1.3. Recognition and Coverage of Agreement

Section 1.3.1. Recognition and Coverage of Agreement

Section 3.1. Rights of Employee

Section 3.4. Non-Discrimination

Section 4.1. Association Representation

Section 11.1. Self-Organization Rights

Section 13.1. Salaries and Employee Compensation

Section 13.2. Salaries

Section 15.1. Term and Separability of Provisions

Seniority will not be observed in any case for substitutes.

- A. Each substitute employee shall accrue one hour of paid sick leave for every forty (40) hours worked. A maximum of forty (40) hours may be carried over into the following school year.
- B. Sick leave accrued while a substitute employee shall not be lost when the employee is hired as a full time or part time regular employee.
- C. When a substitute separates from employment, accrued sick leave cannot be cashed out, however, if the employee is rehired within twelve months of separation, previously accrued unused paid sick leave shall be reinstated. Substitute employees do not have sick leave cash out rights and are not eligible to participate in sick leave incentive programs.
- D. Substitute employees are entitled to use of their accrued, unused sick leave beginning on the 90th calendar day after the start of their employment. After this ninety (90) day period, the employer must make accrued paid sick leave available to substitute employees for use within the current pay period.
- E. Regular employees who leave regular employment in good standing and are retained as a substitute will maintain their step in the wage schedule upon returning to work as a substitute within their employment classification.
 - 1. All substitute employees must be scheduled to work to use their accrued, unused sick leave for authorized purposes.
 - 2. The employer may not discipline or document in the employee's evaluation for utilizing paid sick leave.

Application of Grievance Procedure.

Substitute employees in the bargaining unit shall only have the right to use the grievance procedure contained in Article XII on matters specifically contained in the above named Sections and so far as the matter brought to grievance specifically arises out of their service as a substitute.

Dismissal. The District retains the right to terminate the employment of a substitute at its sole discretion.

Schedule A. Attached.

Section 1.4.

The District agrees to provide job descriptions for all positions covered by this Agreement to the President(s) of the Association. If a new position is established by the District during the term of this Agreement or if a current job description is significantly changed, the Agreement shall be reopened to negotiate the wage. No new position shall be posted until a wage has been negotiated and agreed upon.

Section 1.4.1. Job Review.

Any employee who believes their job has changed significantly may request re-evaluation. Requests for re-evaluation of existing positions shall be made in writing by the employee to the Director of the Human Resources Department and the Association President(s). A Job Review Committee, made up of two (2) representatives from the District and two (2) representatives of the Association, shall review those positions whose responsibilities and/or skills requirements may have changed significantly. The final recommendations of the Committee shall be advisory and shall be non-binding on both parties.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1.

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, regulations and the provisions of this Agreement 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.

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and matters of working conditions, 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 as well as the obligations imposed by District Policies and Procedures and Washington State Laws.

Section 2.3.

The Association agrees that there will be no strike, work stoppage or slowdown, boycott or picketing against the School District during the life of the Agreement. The School District, in turn, agrees that there will be no lockout during the life of this Agreement.

Section 2.4. DOL Abstract of Driving Record (ADR).

New employees whose duties involve driving Employer vehicles will accommodate the Employer in obtaining, at Employer cost, a Department of Licensing Abstract of Driving Record (ADR). The Employer will review the ADR to ensure that the new employee driving record is in compliance with the recommendations of the Employer's property and liability insurer prior to employment.

All employees whose duties involve driving Employer vehicles will accommodate the Employer in obtaining, at Employer cost, an annual Department of Licensing Abstract of Driving Record (ADR). The Employer will review the ADR's to ensure that each employee's driving record is in compliance with the recommendations of the Employer's property and liability insurer prior to employment. Employee's driving records that do not comply with said recommendations will be subject to revocation of Employer vehicle driving privileges up to/and including suspension or termination.

Employees who drive District vehicles and receive one (1) or more moving violations by law enforcement on their driving record within a twelve (12) month period shall report them to their supervisor or designee within the next workday. Any employee who drives a District vehicle and has their driver's license suspended or revoked must report it to their supervisor or designee within the next workday.

Following such a report, the District may review whether just cause for discipline is present in accordance with Article 9, Section 12 of this agreement. Such decisions will be based upon whether there is a sufficient connection between the employee's outside conduct and their employment and/or the employee's inability to fulfill their job responsibilities with suspensions or revocations of their approval to drive District vehicles.

Violations (not intended to be all-inclusive list)

Minor Violations	Major Violations
Stop sign/traffic signal offenses	DUI alcohol/drug
Speeding (not more than 20 mph over posted speed limit)	Leaving the scene of an accident
Improper turn; failure to signal	Reckless or negligent driving
Seat belt violation	Falsifying an accident report
Use of cell phone/texting while driving	Vehicular homicide or assault
Distracted driving	Attempt to elude an officer
Illegal passing	Driving while license is suspended or revoked
Driving without a driver's license	Driving without a valid driver's license

ARTICLE III

RIGHTS OF THE EMPLOYEE

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 legally assist the Association.

Section 3.2.

Each employee shall have the right to bring matters of personal concern that relate to the employee's work to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.

Employees subject to this Agreement have the right to have Association representatives or other persons present at discussion between themselves and supervisors or other representatives of the District.

Section 3.4.

Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of age, creed, religion, race, color, national origin, sex, marital status, sexual orientation including gender expression or identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or use of a trained guide dog or service animal by a person with a disability, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

Section 3.5.

The District shall maintain a single personnel file which shall be kept in the Personnel Office and which shall be controlled by the Superintendent or designee.

Building administrators or supervisors may keep or maintain "working files" relative to those employees for which they hold responsibility to evaluate. Such working files are not part of the employee's personnel file, are subject to review upon request by the employee, and are not of use within the disciplinary/grievance procedure unless formalized.

In an effort to address problem areas prior to formalization into personnel files, the following steps will be taken:

1. The District will make every effort to alert employees to any item that has a potential for discipline in a timely manner.
2. The administrator or supervisor will offer/provide support through coaching, clarification of procedures and/or additional information. Such support may extend into the next school year.
3. Should the employee refuse/decline the support, a written summary of the complaint will be placed in the official Personnel File. Such summary will include employee signature of the complaint. However, the signature does not represent employee agreement.

Working file material not formalized and introduced into the employee's personnel file within two (2) years from the date of the event shall be destroyed.

Section 3.5.1.

Employees, upon request, have the right to inspect all contents of their complete personnel files kept within the District, in the presence of an administrator or District representative. During the review, employees shall be allowed to request copies of any materials therein and shall be permitted to make a written inventory of any material there, and, on request, have such inventory signed and dated by a District representative. If copies are made, the employee shall pay ten (\$0.10) cents per page to the District.

1
2 Employees shall be given a copy of all material added to the official personnel file at the time
3 such material is added to the file. Employees shall have the right to respond in writing to all
4 additions in the personnel file. Such employee responses shall be made a part of the file.
5

6 **Section 3.6.**

7 Employees have the right to request the Superintendent to review their file and remove derogatory
8 materials.
9

10 **Section 3.7. Evaluations.**

11 The District shall provide each classified employee with an annual written evaluation. All evaluations
12 shall use the forms included as Attachment A of this Agreement. The employee evaluation shall be
13 completed at least ten (10) days prior to the conclusion of the employee's contracted work year. As part
14 of the annual evaluation, a conference between the supervisor and the employee shall be held. A copy of
15 the evaluation must be given to the employee at the conference or within ten (10) working days of the
16 evaluation conference. The District will make every effort to alert employees to performance concerns
17 prior to the annual evaluation. An overall performance that is rated as unsatisfactory and therefore
18 requiring improvement must be followed by a written plan of improvement in the area(s) noted. The
19 parties have a goal to collaboratively develop the plan of improvement. In the absence of agreement, the
20 District has the right to establish and implement the plan.
21

22 **Section 3.8.**

23 The District will make reasonable efforts to create a work environment that is free of unsafe or
24 hazardous conditions. Any employee who believes that a condition is unsafe or hazardous must notify
25 his/her immediate supervisor, in writing, stating his/her concerns. The supervisor will respond to such
26 notification within five (5) workdays. If the employee determines that the supervisor's actions or answer
27 does not correct the problem, the employee may contact the next level of management or administration.
28 Every employee has the right to make these reports without fear of reprisal. Additionally, employees
29 who believe that an emergent working condition is unsafe have an obligation to bring the condition to
30 the attention to the immediate supervisor. The supervisor will then act to resolve the issue.
31

32 **Section 3.9. Surveillance and Monitoring.**

33 The use of surveillance and monitoring systems in District operated facilities and vehicles are for the
34 purpose of reducing discipline problems and providing a safe environment for students and staff and
35 may be placed where there is not a reasonable expectation of privacy such as parking lots, entrances,
36 exits, hallways, offices, gymnasiums, cafeterias, libraries, other public shared or common spaces.
37 Furthermore, surveillance and monitoring systems are a tool to assist in monitoring students on the bus
38 and in buildings to document student behavior. Information from surveillance and monitoring systems
39 will not be used for the purpose of staff discipline except as part of an investigation into allegations of
40 cases of misconduct as defined by RCW 50.04.294. All Association employees will be informed of the
41 use of such systems.
42

43 For emergency situations, the District utilizes a Duress Button system. When pressed the Duress Buttons
44 place 911 calls and display video camera images from the location of the activated Duress Button to 911
45 dispatch center and the Mount Vernon Police Department; camera images may be viewed in support of
46 dispatching and emergency response actions. Any intentional disabling or modifying of such systems by
47 an employee outside of their assigned duties may result in discipline. Law enforcement and emergency
48 responders may access such systems in performance of their duties.

ARTICLE IV

ASSOCIATION REPRESENTATION

Section 4.1.

The Association has the right and responsibility to represent the interest of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the objective of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2.

Duly authorized representatives of Association shall be authorized to transact official union business on school property when District employees are not performing assigned duties, provided that this shall not interfere with or interrupt normal work or school procedures, and shall upon request, be required to present proper identification. No group meetings shall be allowed during working hours without administrative permission.

Section 4.3.

The Association will designate a Conference Committee representing each classification who will meet with the Superintendent of the District and/or the Superintendent's representatives on a mutually agreeable regular basis to discuss the administration of this Agreement. Whenever possible, meetings will be scheduled outside the employee's regular work hours. If meetings occur during the regular work hours of the employee, he/she shall not receive any interruption in his/her pay or benefits to participate in the meeting. Additionally, the parties agree that employees who attend conference committee meetings during their regular work hours are expected to make up missed work time.

In a commitment to provide ongoing collaboration efforts between the Association and District regarding mutual areas of interest, the following opportunities will be available to employees:

1. Team-building, problem-solving, clarification of roles/responsibilities, development of common goals, and performance feedback to support professional growth.
2. Professional growth activities to support the employee's job duties.
3. Participation in school and District level decision-making processes such as student calendar input, site council, student assessment, individualized educational program planning, strategic planning initiatives, and school/department goal areas.
4. Contract maintenance meetings to foster a culture of mutual respect in the Mount Vernon School District.

Section 4.4.

The District will provide each member of the bargaining unit with an electronic link to the Agreement within thirty (30) days of its ratification by both parties. The Association will provide the District with the Agreement. The Association logo will be on the cover of the final agreement.

Section 4.4.1.

The school district will notify the union leadership of new hires following each School Board meeting. Within ten (10) days of notification, the Association shall be provided a thirty (30) minute meeting during the bargaining unit employees work time to meet with the new employees in either an individual or group setting at a mutual location. The principal/supervisor for the new

employee(s) and Association representative shall be notified to ensure employee coverage needs are met; the ten (10) day window may be extended by mutual agreement to support scheduling needs. Mount Vernon Association representation shall suffer no loss in pay for participating in these meetings.

Section 4.5.

Named officers of the Association will be provided a total of four (4) days time off to attend Association sponsored meetings. The Association will reimburse the District the wages of any employee who attends such meetings. No more than two (2) employees shall be allowed to attend such meetings at any one time. Determination on the release of employees to attend such meetings will be made by the District in order to maintain the District operations. Such request will be made at least three (3) days in advance.

Section 4.6. Bulletin Board.

The District shall provide a bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. The responsibility for prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 4.7.

The District shall provide the President of the Association with a list of all new employees within fifteen (15) working days of hire.

Section 4.8.

Night custodians shall be allowed to attend Association Chapter meetings with no loss of pay, for a maximum of ninety (90) minutes per meeting, provided their building is secured and locked before leaving. Additionally, the parties agree that employees who attend the Association chapter meetings during their regular work hours are expected to make up missed work time.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATIONS AND NEGOTIATION

Section 5.1.

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

Section 5.2. School Calendar.

The parties agree that the Association shall have equitable representation with other employee groups in the development of the school calendar.

1 **Section 5.3. Budget Impact.**

2 The parties agree to meet prior to June 1 to discuss and share with employees the potential impacts of
3 any District budget decisions. The parties further recognize that additional modifications to the District
4 budget may occur up to the time of budget adoption by the School Board.

5
6 **Section 5.4.**

7 When assembling an interview team, the following parties will be invited: District (Administrator/
8 Supervisor) representation, Association representation (Chapter Leadership including classification
9 representative appropriate for posting) and other staff as determined by the District with the following
10 parameters.

- 11
- 12 1. Confidentiality procedures will be followed for all candidates;
 - 13 2. The selection process shall be identical for all candidates;
 - 14 3. When appropriate, tasks and assessments may be utilized as part of the selection process;
 - 15 4. When utilized, all candidates will participate with testing requirements;
 - 16 5. Qualified (based on job postings and written descriptions) internal candidates shall be
17 interviewed by seniority until the position is filled.
 - 18 6. Association representation shall receive at least two (2) working days notice prior to interviews.
- 19
20
21

22 **ARTICLE VI**

23 **HOURS OF WORK**

24
25
26 **Section 6.1.**

27 The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)
28 consecutive days of rest, Saturday and Sunday; provided however, the District may assign an employee
29 to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

30
31 **Section 6.2.**

32 Each employee shall be assigned a definite location and regular work schedule and work week, which
33 shall not be changed without prior notice to the employee of five (5) working days, except in the case of
34 an emergency. Provided, however, that such five (5) day period may be waived at the sole discretion of
35 the employee. However, the daily tasks may be changed at the discretion of the Supervisor to coincide
36 with District needs and building use without being subject to the five (5) working day notice requirement
37 above.

38
39 **Section 6.3.**

40 Shifts over four (4) consecutive hours shall receive a thirty (30) minute uncompensated lunch period as
41 near the middle of the shift as practicable.

42
43 Shifts of more than three (3) consecutive hours shall receive one (1) rest period as near the middle of the
44 shift as practicable. Shifts of more than six (6) consecutive hours shall receive two (2) rest periods,
45 which shall occur as near the middle of each half shift as possible. Rest periods shall be fifteen (15)
46 minutes in duration.

1 **Section 6.3.1.**

2 Employees required to work through their regular lunch periods will be given time to eat at a
3 time agreed upon by the employee and supervisor. In the event the District requires an employee
4 to forgo a lunch period and the employee works the entire shift, including the lunch period, the
5 employee shall be compensated for the foregone lunch period. If the employee works over eight
6 (8) hours, the lunch period shall be compensated at overtime rates.
7

8 **Section 6.4.**

9 Employees who work the majority of their regularly scheduled shift after 3:00 p.m. shall receive a thirty
10 (\$0.30) cent per hour shift differential. Such differential shall be in addition to the employee's regular
11 salary, as reflected on Schedule A.
12

13 **Section 6.5.**

14 In the event an employee is assigned to a shift less than the normal work shift previously defined in this
15 Article, the employee shall be given a fifteen (15) minute rest period.
16

17 **Section 6.6.**

18 Employees requested by the employee's supervisor to work a shift regularly filled by a higher
19 classification shall receive compensation of the higher classification at the replacement employee's
20 experience step level beginning the first day.
21

22 Pay at a higher classification does not occur when the employee is doing the occasional work that is
23 within their job description (such as painting) even when that work falls within a higher classification
24 job description.
25

26 **Section 6.6.1. Food Service Substitutions.**

27 In the Food Service Department, the following will apply:
28

- 29 A. A food service substitute will be placed in the least senior position or if no regular food
30 service employees are interested or available to replace an employee who is absent, the
31 substitute will fill the vacant position.
32 B. An absent position will not be separated or filled by multiple kitchen employees.
33

34 **Section 6.7. Overtime.**

35 In the assignment of additional time or overtime, the District agrees to provide the employee with as
36 much advance notice as practicable in the circumstances.
37

38 **Section 6.7.1.**

39 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one
40 and one-half (1-1/2) times the employee's base pay.
41

42 **Section 6.7.2.**

43 Employees shall be paid for all hours worked. Employees will make reasonable efforts to inform
44 the supervisor about emergent issues that require overtime work.
45

46 **Section 6.7.3.**

47 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th)
48 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.
49

1 **Section 6.8. Flex Time.**

2 Flex time is defined as adding/deleting employee work time on one day and adjusting the employee's
3 schedule on another day to exactly make up for the addition/deletion of work time. Scheduling of flex
4 time would be mutually agreed to by the employee and their supervisor.

5
6 Documentation of flex time will be made on the flex time form and signed by the employee and their
7 supervisor. Adjustments to balance the additions/deletions shall occur prior to the last workday in May.
8 Additional time worked during the school year that is not matched with additional time taken off during
9 the school year will be paid with June payroll. Employees that don't make up deletions of work time
10 will have their pay adjusted appropriately. Flex time and flex time adjustments shall not create overtime
11 situations.

12
13 **Section 6.9. Four (4) Day, Ten (10) Hour Workweek.**

14 Upon completion of the regular one-hundred eighty (180) day school year, the workweek and shift of
15 each employee in the Maintenance, Grounds, Custodial and Technical classification(s) may, with mutual
16 agreement of the employee and the District, consist of four (4) consecutive days of ten and one-half (10
17 ½) hours a day, including a thirty (30) minute uninterrupted and uncompensated lunch period as near the
18 middle of the shift as is practicable, and also including a twenty (20) minute first half and a twenty (20)
19 minute second half rest period, both of which rest periods shall occur as near the middle of each half (½)
20 shift as is practicable.

21
22 **Section 6.10. Compensatory Time.**

23 The District may offer compensatory time in lieu of overtime.

- 24 • Comp time is available at the discretion of the District. Compensation by overtime pay or comp
25 time is at the discretion of the employee.
- 26 • Comp time shall accrue at the rate of one and one-half (1½) times hours worked. Accrual of
27 comp time shall not exceed forty (40) hours.
- 28 • The District will document the accrual and use of comp time.
- 29 • Use of comp time shall be by mutual agreement between the supervisor and employee. There
30 shall be no roll-over of comp time from one fiscal year to the next. Comp time earned but not
31 taken will be compensated at the employee's overtime rate.

32
33 **Section 6.11. Contract Time Adjustment.**

34 When an employee's daily work schedule is increased or decreased between fifteen (15) to forty-five
35 (45) minutes due to program need for thirty (30) consecutive workdays in a school year, the supervisor
36 will submit the Request for Time Adjustment form to the Personnel Office. The regular shift hours,
37 salary and benefits will be adjusted as close to the next beginning or middle of the succeeding month as
38 the change occurs.

39
40
41 **ARTICLE VII**

42
43 **HOLIDAYS AND VACATIONS**

44
45 **Section 7.1. Holidays.**

46 All employees shall receive the following paid holidays that fall within their work year:
47

- | | |
|---------------------------|--|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Day | 9. Native American Heritage Day/Day after Thanksgiving Day |
| 3. Presidents' Day | 10. Christmas Eve Day |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Day after Christmas Day |
| 6. Labor Day | 13. Friday of period of Spring Recess |
| 7. Veterans' Day | 14. Juneteenth |

Employees shall be given compensatory time off, to be taken at a later date and agreeable to the School District, whenever these holidays fall on Saturday or Sunday.

Section 7.1.1. Worked Holidays.

Employees who are required to work on the aforementioned holidays shall receive the pay due them for the holiday, plus time and one half (½) their base rate for all hours worked on such holidays ("two and one-half (2½) times").

Section 7.1.2. Holidays During Vacation.

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 7.1.3. Working on a Holiday.

At the request of an employee and upon management approval, the employee may work on a scheduled holiday for straight time. The employee will receive a later day off in lieu of the holiday time worked, as agreed upon by the employee and management.

Section 7.2. Vacations.

Employees covered by this Agreement shall be entitled to paid vacations at their regular number of workday hours on the following basis:

- 1-5 years – 10 Days
- 6-8 years – 13 Days
- 9-13 years – 15 Days
- 14 years – 16 Days
- 15 years – 17 Days
- 16 years – 18 Days
- 17 years – 19 Days
- 18 years – 20 Days
- 19 years – 21 Days
- 20 years – 22 Days
- 21 years – 23 Days
- 22+ years – 24 Days

Days awarded in excess of twenty (20) days shall be restricted to non-students days. Vacation pay for employees who do not work the entire year, (September 1 through August 31) shall receive pro-rata vacation pay.

1 **Section 7.2.1.**

2 Full time employees may be allowed to take a portion of their vacation during the time school is
3 in session. The date of the vacation shall be mutually agreed to by the Supervisor and the
4 employee in advance. To ensure appropriate building and/or department needs are met, all
5 vacation requests must be approved by the supervisor in advance.
6

7 **Section 7.2.2.**

8 For every regular workday from which an employee is absent on sick leave, bereavement leave,
9 or emergency leave, the hours of the employee's normal work shift shall be credited as if
10 worked. In the event that a paid but unworked holiday falls during the employee's assigned
11 week, such paid holiday will be included in any determination of eligibility for overtime, or
12 calculation of overtime benefits.
13

14 **Section 7.2.3.**

15 Time on layoff and time on authorized leaves of absence will be counted as continuous service
16 for the purpose of establishing and retaining eligibility dates.
17

18 **Section 7.2.4.**

19 Vacation credit currently due but unused by the new accrual date each year may be carried over
20 for a maximum of thirty (30) working days (240 hours). The District will approve vacation
21 requests in accordance with regulations outlined in WAC 357-31-215. If the District denies an
22 employee's vacation request, and/or the district's work schedule prevents the employee's use of
23 accrued vacation leave, and accrual places the employee over the maximum thirty (30) working
24 days, an extension for time over the accrual will be granted on a monthly basis or the employee
25 may request cash out of up to a total of eighty (80) hours during the term of this three (3) year
26 agreement. A statement of necessity will accompany each extension request.
27

28 Time accrued over the maximum thirty (30) working days must be used before the next
29 anniversary date. The District is concerned with employee well-being and encourages timely use
30 of accrued vacation.
31

32 **Section 7.2.5.**

33 Upon separation from service by reasons of resignation, layoff, dismissal, retirement or death,
34 employees or their estate are entitled to a lump sum payment of unused vacation.
35

36 **Section 7.3. 261/262 Day Work Year.**

37 In the event the work year exceeds the two-hundred sixty (260) day normal work year, the District and
38 Union will meet to discuss the impact of any proposed changes in work schedules regarding the two
39 hundred sixty first (261st) and two hundred sixty second (262nd) workday. The scheduling of the two
40 hundred sixty first (261st) and two hundred sixty second (262nd) day shall be by mutual agreement
41 between the supervisor and the employee in advance. The following is a list of upcoming school years
42 and their associated workdays:

43 2022-2023 School Year – 261 Days
44 2023-2024 School Year – 261 Days
45 2024-2025 School Year – 260 Days
46
47
48

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave (Illness or Injury).

Twelve (12) days of sick leave shall be frontloaded annually to each employee. New employees hired during the year shall receive prorated sick leave benefits. Sick leave for all employees may be accumulated up to the legal maximum and will be pro-rated if an employee separates from employment before fulfilling the contract work year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. After four (4) consecutive days of sick leave, a doctor's note may be required. In addition to emergencies as defined in Section 8.2, sick leave may be used for illness of, injury to, or disability of the employee.

Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or injury, shall notify their immediate supervisor at the earliest possible moment stating the reason. For planned surgeries or anticipated disablements which will necessitate sick leave, the affected employee shall notify his or her immediate supervisor and the Personnel Office a reasonable time before the leave of the anticipated dates during which leave will be required, usually thirty (30) days in advance for planned or anticipated disablements or maternity leave (Section 8.6.).

Section 8.1.1.

An employee is authorized to utilize sick leave for the following reasons: to provide care for a family member with mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a family member who needs preventative medical care with a mental or physical illness, injury or health condition. Family means any of the following:

- A. A child including a biological, adopted or foster child, stepchild or a child to whom the employee stands in loco parentis, is legal guardian, or is a de facto parent, regardless of age or dependency status;
- B. A parent, including a biological, adoptive, de facto or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- C. A spouse
- D. A registered domestic partner
- E. A grandparent
- F. A grandchild; or
- G. A sibling.

Section 8.1.2.

In the event an employee terminates employment after having used more sick leave days than would have otherwise been earned, an adjustment to salary due but unpaid, or other procedures for repayment, will be implemented as appropriate.

1
2 **Section 8.1.3.**

3 At the time of separation from school district employment due to retirement or death, an
4 employee eligible to retire or the employee's estate shall receive remuneration at the rate equal to
5 one (1) day's current monetary compensation for each four (4) days accrued sick leave.
6

7 **Section 8.1.4. Sick Leave Attendance Incentive Program.**

8 In January of the year following any year in which the minimum of sixty (60) days of sick leave
9 is accrued, and each January thereafter, any eligible employee may exercise an option to receive
10 remuneration for unused sick leave accumulated in the previous year at the rate equal to one (1)
11 day monetary compensation of the employee for each four (4) full days of accrued sick leave in
12 excess of sixty (60) days. Sick leave for which compensation has been received shall be
13 deducted from accrued sick leave at the rate of four (4) days for every one (1) day monetary
14 compensation. Employees shall receive payment for their accumulated sick leave no later than
15 their March paycheck.
16

17 **Section 8.1.5.**

18 Employees who have accrued sick leave while employed by an approved public entity in the
19 State of Washington may transfer accrued sick leave balance upon employment with the District
20 in accordance with RCW 28A.400.300. Verification forms will be the responsibility of the
21 employee and will be provided upon request.
22

23 **Section 8.2. Emergency Leave.**

24 Emergencies are those events which are suddenly precipitated, or which is of such a nature that
25 preplanning could not relieve the necessity for the absence. The problem must be one of major
26 importance and not a mere convenience. Emergency leave shall be non-cumulative and shall be charged
27 against sick leave. Additional time may be granted by the Superintendent.
28

29 In case of emergency as defined above, it shall be the responsibility of the employee to notify their
30 immediate supervisor as soon as possible regarding their absence. In order to be eligible for emergency
31 leave, written application to the Superintendent/designee must be made within fourteen (14) days of
32 return to work. Determination of approval will be by the Superintendent/designee based on preceding
33 criteria; such emergency leave will be limited to a maximum of four (4) days per year. Additional paid
34 time may be granted by the Superintendent/designee.
35

36 **Section 8.3. Paid Family and Medical Leave.**

37 Effective January 20, 2020, employees may qualify for state benefits as soon as the eligibility
38 requirements are met (eight hundred twenty (820) hours worked) and may be eligible to receive up to
39 twelve (12) weeks of paid leave (or up to eighteen (18) weeks in some circumstances). The employee
40 may apply to take paid medical leave or paid family leave to:
41

- 42 A. Bond with a new child coming into the house through birth, adoption, or foster placement;
43 B. Care for the employee or family member during serious illness or injury.
44 C. Time to prepare for a family member's pre- and post-deployment activities as well as time for
45 childcare issues related to a family member's military deployment.
46

47 All paid work over the course of the year counts towards the eight hundred twenty (820) hours. Paid
48 Family & Medical Leave (PFML) is an insurance program funded through premiums paid by employees
Collective Bargaining Agreement (2022-2025)
Mount Vernon M&O Chapter #819
and the Mount Vernon School District #320



1 and employers and administered by the Employment Security Department. While on leave, the employee
2 is entitled to partial wage replacement and may supplement this benefit with other paid leave.

3 4 **Section 8.3.1.**

5 In the event a regular employee is absent from work because of an L & I work-related injury, a
6 temporary replacement may be used on a substitute basis. If the employee will be absent from
7 work for an extended period of time (thirty (30) working days or more), the District will post a
8 will consult with union leadership whether to post a "Leave Replacement" vacancy for the
9 duration of the leave.

10
11 Upon release to return to work, the regular employee will resume his/her regular work
12 assignment and schedule. If the regular employee is released to a "light duty" assignment only
13 for a period of time, the District and employee's supervisor shall review work assignment and
14 schedule to determine if a "light duty" assignment can be accommodated. If "light duty"
15 accommodation is made, a substitute or the leave replacement employee shall continue in current
16 position until such time as the regular employee is released to regular duty

17 18 **Section 8.4. On-The-Job-Injury/Illness.**

19 In the event an employee is absent for reasons which are covered by Industrial Insurance, the District
20 shall pay the employee an amount equal to the difference between the amount paid the employee by the
21 Washington State Department of Labor and Industries (L & I) and the amount the employee would
22 normally earn to the limit of the accumulated temporary disability leave. The employee shall bring the
23 L & I check stubs or record of payment to the District Administrative Office. A deduction shall be made
24 from the employee's accumulated temporary disability leave in accordance with the amount paid to the
25 employee by the District.

26 27 **Section 8.4.1.**

28 In the event a regular employee is absent from work because of an L & I work-related injury, a
29 temporary replacement may be used on a substitute basis. If the employee will be absent from
30 work for an extended period (thirty (30) working days or more), the District will consult with
31 Association leadership whether to post a "Leave Replacement" vacancy for the duration of the
32 leave.

33
34 Upon release to return to work, the regular employee will resume his/her regular work
35 assignment and schedule. If the regular employee is released to a "light duty" assignment only
36 for a period of time, the District and employee's supervisor shall review work assignment and
37 schedule to determine if a "light duty" assignment can be accommodated. If "light duty"
38 accommodation is made, a substitute or the leave replacement employee shall continue in current
39 position until such time as the regular employee is released to regular duty.

40 41 **Section 8.5. Bereavement Leave.**

42 Up to five (5) days leave for each loss shall be granted per year in the event of death in the family of an
43 employee. "Family" shall be interpreted as child, spouse, close personal relationship, parent, step-
44 relative, grandparent, grandchild, sibling, brother or sister-in-law, parent-in-law, aunt or uncle. Such
45 bereavement leave shall not be deducted from temporary disability leave. Bereavement leave is non-
46 accumulative.

1 An additional two (2) days, to be deducted from emergency leave, may be granted for extenuating
2 circumstances (i.e., out-of-state travel) at the discretion of the Superintendent/designee. All
3 bereavement leave shall be by notification and arrangement between the employee and
4 principal/supervisor.

5 **Section 8.6. Maternity Leave.**

7 An employee requesting maternity leave shall give written notice to the District as far in advance as
8 possible and at least thirty (30) working days prior to commencement of the leave. The request for leave
9 should include: A) anticipated date of birth, B) estimated date leave is to begin; and C) estimated date of
10 return from leave.

12 The employee may continue to work until, in the judgment of the employee's physician, the employee's
13 work or health are in any way impaired by their condition.

15 Sick leave shall be granted, if the employee is eligible for such, for the time the employee's physician
16 certifies that the employee is unable to perform their normal duties as an employee because of their
17 health or disability.

19 Employees may use maternity leave in conjunction with an unpaid leave of absence as provided in
20 Section 8.7.

22 **Section 8.7. Paternity Leave.**

23 A male employee, upon request, shall be granted a maximum of five (5) days leave, on or about the date
24 of the birth of his child. Such leave shall be deducted from sick leave or emergency leave. In unique
25 situations, the employee may request additional days by submitting a written application to the
26 Superintendent or designee.

28 **Section 8.8. Adoptive Leave.**

29 Ninety (90) days non-paid leave shall be granted an employee who adopts a child under the age of six
30 (6). The employee shall submit a written request to the Superintendent/designee.

32 The District shall be notified when adoption proceedings have begun and the leave shall begin at the
33 natural break in the school year or on a mutually agreed upon date.

35 At the discretion of the District, adoption leave may extend up to ninety (90) days beyond the initial
36 ninety (90) day leave. The exact date of the employee's return will be determined in consultation with
37 the Superintendent/designee and the employee's immediate supervisor.

39 In the event adoptive parents are both employees of the District, they shall together be entitled to a total
40 of ninety (90) days leave and leave shall be granted to only one (1) parent at a time.

42 **Section 8.9. Childcare Leave.**

43 Ninety (90) days of non-paid leave shall be granted an employee to care for a newly born child. The
44 leave must commence immediately following the childbearing disability leave.

46 The leave request shall be directed to the Superintendent/designee. Such request shall be made in
47 writing as soon as the employee knows that a leave will be requested and no later than thirty (30) days

before the anticipated delivery date. The request shall state the dates during which the employee intends to take childcare leave.

Section 8.10. Leave of Absence.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and only upon approval of the Board of Directors, any employee who has completed two (2) years of service with the District may be granted a leave of absence for a period up to but not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 8.10.1.

An employee returning from a Board approved leave of absence shall be assigned to the position occupied before the leave of absence. In the event the position does not exist in the District, the employee will be assigned to a position substantially comparable to the position held before the leave of absence. Current employees shall be allowed to move to a leave of absence assignment (subject to seniority provisions in Section 9.5.), provided that only one (1) such employee may do so for each leave of absence.

Section 8.10.2.

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave and seniority shall not accrue while the employee is on a leave of absence; provided, however, that if such leave is approved for industrial accident or industrial illness, seniority shall accrue.

Section 8.11. Judicial Leave.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is party in a court action, such employee may request an appropriate leave.

Section 8.12. Personal Leave.

Two (2) days of personal leave, with pay, shall be granted each year. New employees hired after December 31 but before the end of the current school year shall be granted one (1) personal leave day for the balance of the school year. Personal leave is not intended to be used for other employment or to extend a vacation or holiday.

Application for personal leave shall be processed forty-eight (48) hours in advance (unless personal leave is being utilized in conjunction with bereavement, maternity or paternity leave). Personal leave may not be used during the first five (5) or the last ten (10) workdays of the student school year. The District may exercise the option to limit personal leave to five (5%) percent of the represented employee work force, except for the months of April, May and June, when the District may limit personal leave to no more than two (2) employees per work site. However, in extraordinary circumstances (i.e., child's graduation), the Superintendent/designee may grant personal leave beyond the above requirements.

Employees may carry over up to three (3) leave days not to exceed a total of five (5) personal leave days in any one (1) year.

Any year round employee having the value for more than three (3) days of personal leave in their balance as of August 1 will have the hours above two (2) days deducted and will be paid their hourly rate for the hours above the three (3) days from the prior year with the August payroll. Any school year employee having the value for more than two (2) days of personal leave in their balance as of June 30 will have the hours above three (3) days deducted and will be paid their hourly rate for the hours above three (3) days from the prior year with the July payroll.

Appropriate work plans shall be prepared by the employee and left for the employee's substitute prior to the leave date.

Section 8.13. Leave Sharing.

All voluntary leave sharing among school district employees shall be in strict compliance with current RCW 41.04.660.

Employees may donate annual or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; or a fellow employee who has been called to service in the uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

Section 8.14. Leave Replacement.

If the District has notice that an employee will be absent for an extended period of time (thirty (30) working days or more), the District will post a "Leave Replacement" vacancy for the duration of the absence if a replacement is used.

ARTICLE IX

PROBATION, SENIORITY, LONGEVITY AND LAYOFF PROCEDURES

Section 9.1.

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

Section 9.2.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays following the hire date. The employee shall receive an evaluation after sixty (60) workdays in the presence of their supervisor. During this probationary period the District may discharge such employee at its discretion.

Section 9.3.

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.

1 **Section 9.4.**

2 The seniority rights of an employee shall be lost for the following reasons:

- 3 A. Discharge for justifiable cause;
4 B. Resignation from employment;
5 C. Retirement; or
6 D. Change in job classification within the bargaining unit as hereinafter provided.
7

8 In the event that two (2) or more employees have the same hire date, seniority shall be decided by
9 drawing numbers. The employee drawing the highest number shall have greater seniority. The District
10 and the Association will make every effort to ensure that employees listed as having identical hire dates
11 are accurate. Such determination shall be final in all future determinations of seniority.
12

13 **Section 9.4.1.**

14 Seniority rights shall not accrue for the following reasons, without limitations:

- 15 A. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
16 United States;
17 B. Time spent on other authorized leaves; or
18 C. Time spent in layoff status as hereinafter provided in Sections 9.6 through 9.6.3.
19

20 **Section 9.4.2.**

21 In situations where time is lost by reason of judicial leave, industrial accident or industrial illness,
22 seniority credit shall continue to accrue as outlined in Section 8.9.2.
23

24 **Section 9.5.**

25 Seniority rights shall be effective within the general job classification. As used in this Agreement,
26 general job classifications are those set forth in Article I, Section 1.3. and equivalent positions shall be
27 those set forth in Schedule A.
28

29 **Section 9.6.**

30 Seniority shall be the first consideration in all matters of job promoting, assignment to new or open jobs
31 and positions, shift selection, layoff, addition or reduction in hours, rehire, vacation and special services
32 (including overtime), providing the employee meets the qualifications.
33

34 If the District determines that seniority rights should not govern because a junior or outside applicant has
35 demonstrated ability, performance and/or qualifications related to the job description and/or posting,
36 substantially greater than a senior employee, the District shall set forth in writing to the employee or
37 employees its reasons why the senior employee or employees were bypassed. The District shall also
38 notify the Association President(s) in writing of the bypass. Disputes regarding qualifications shall be
39 resolved through the grievance procedure (Article XII).
40

41 **Section 9.6.1. Higher Level Positions.**

42 Employees who apply for a higher level position shall demonstrate their ability to meet the
43 qualifications of a higher level position through a mutually agreed upon selection process.
44

45 **Section 9.6.2.**

46 The District shall publicize all new and open positions that are part of the bargaining unit for at
47 least five (5) days prior to any selection process occurring. All postings will list necessary job
48 qualifications and all qualified employees can apply and will be considered for all open positions.

Employees may submit a position bid form noting the specific position for which they are applying. The bid form must be submitted before the posting closes. A copy of the job posting shall be forwarded to the President(s) of the Association and shall be posted at each building/worksite. If the most senior applicant will be awarded the position based upon their demonstrated ability to meet the job qualifications, supervisors may waive interviews with other in District applicants. The District may also limit the number of candidates interviewed. If the number of candidates is limited, the District shall interview all of the candidates meeting the minimum qualifications who are more senior to the least senior candidate interviewed. When both parties agree, members of a particular position within a classification may attend a District meeting to bid for positions that are open or vacant or may become available due to the previous set bidding. Bidding will be awarded based on seniority.

Section 9.6.3. Lateral Positions.

Classification seniority shall be the first consideration for new or open lateral jobs or positions (same classification/wage range). Lateral changes in position will be limited to one (1) change per employee per year, unless the change would increase the employee's number of hours or workdays or as approved by the Association and the District.

Section 9.6.4.

Increases of one (1) hour or more to a job assignment during any school year shall be considered a new position and shall be posted in accordance with the terms of this Agreement. Additional work time of less than one (1) hour shall be offered within building by seniority where current schedules are not disrupted.

Section 9.6.5.

Decreases of one (1) hour or more to a job assignment during any school year shall allow the affected employee to bump a less senior employee in an equivalent position within their classification. Within five (5) working days following notification of reduction, said employee must submit a written request to bump.

Section 9.7.

Employees who change job classifications within the bargaining unit(s) shall retain their hire date in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

Section 9.7.1.

Employees changing job classifications must resign their current position, using the position resignation form or by submitting a written letter of resignation from their current position. All rights afforded in Section 9.9 shall apply.

Section 9.7.2.

Employees working in more than one (1) general job classification shall enjoy seniority for all such work concurrently, so long as they continue to work in those classifications.

Section 9.7.3.

Employees in the Custodial classification who are employed less than two hundred sixty (260) days shall be given first opportunity, by seniority, to work all additional summer custodial hours.

Work during other break times, overtime/additional hours during the school year, and reassignments due to short term absences will be first assigned within the building by seniority.

Section 9.7.4. Rental Monitor.

The process for assigning rental monitors will occur in the following sequence:

Custodians assigned to the site of the rental will be offered the monitor assignment first, based upon seniority. When offered a rental monitoring assignment, whether accepted or declined, that employee moves to the bottom of the list of interested staff at their site.

If no custodians assigned to the site of the rental desires the assignment, it will be offered to the custodian that expressed interest in rental monitoring outside of their assigned site, based upon seniority (see attached list) When offered a rental monitoring assignment, whether accepted or declined, that employee moves to the bottom of the list of interested staff. This process is excluded for situations of emergency or short-term notice. Short-term notice is defined as rentals contracted five (5) working days or less from the date of the event.

Section 9.8. Longevity.

Longevity is defined as the total years of service as an employee for any Washington State school district. When an employee leaves a school district within the State and commences employment with the Mount Vernon School District, the employee shall be granted Schedule A placement, vacation and sick leave benefits as an employee in the Mount Vernon School District who has similar occupational status and total years of service.

Section 9.8.1.

If the District has a different system for computing leave benefits, and other benefits, then the employee shall be granted the same leave benefits and other benefits as an employee in the District who has similar occupational status and total years of service.

Section 9.9.

The Association and the District have a mutual interest in supporting professional growth for employees. Creating a system that supports job advancement opportunities is one way to support professional growth. Job advancement shall be defined as obtaining a position in a higher classification on Schedule A than currently held by the employee. Given this mutual interest, the right for an employee to return to their previous job when advancement efforts are unsatisfactory, supports job advancement efforts, benefiting and protecting both the employee and the District.

The following procedure is intended to outline the right for an employee to return to their previous job.

1. Within twenty (20) working days after beginning in a new position, either the employee or their supervisor may direct a return to the employee's previous position.
2. During the twenty (20) day right to return period, the vacated position will not be filled on a permanent basis. The District may post the vacated position and conduct interviews, however, award of the position will be made after the twenty (20) day right to return period.
3. If an employee invokes the right to return option, the district may refer to the original posting applicant pool for additional consideration or repost the vacancy.
4. The twenty (20) day right to return option does not apply to employees making a lateral position change such as custodian to custodian, etc.

1
2 Additionally, training opportunities for all Association members will be made available. This includes
3 the opportunity to access training that may be primarily intended for another job classification (food
4 service workers may attend training primarily intended for instructional assistants). While there may be
5 circumstances that limit access to specific training offerings, such as costs or timing, every effort to
6 notify all Association members of all District training will occur. This will include information for the
7 Association bulletin boards, utilization of e-mail, utilization of the District's online training calendar,
8 utilization of Association newsletters, and District mailed flyers (hard copy).
9

10 **Section 9.10. Layoffs.**

11 When it is necessary to reduce the working force, the following procedures will be followed:

- 12
- 13 A. The District shall determine the reductions necessary in any and all job classifications.
- 14 B. Employees will be given two (2) weeks notice prior to layoff.
- 15 C. The District shall determine the level of reduction in the job classifications and reduce based
16 upon seniority to reach that level.
- 17 D. An employee whose position is being eliminated may bump a less senior employee in an
18 equivalent position within their classification or to a position with a lesser pay rank as listed
19 in Schedule A. Within five (5) working days following notification of reduction, said
20 employee must submit a written request to bump.
- 21

22 **Section 9.10.1. Recalls.**

23 Employees who have been laid off will be placed on a recall list. This list will be maintained by
24 the District for eighteen (18) months following the reduction. Recalls from this list will follow
25 these procedures:
26

- 27 A. Persons on the recall list must have completed the probationary period.
- 28 B. Persons on the recall list shall provide the District with their current address and telephone
29 number(s). Employees may also provide a current e-mail address to the District. All
30 information and preferences of notification method must be provided in writing to the District
31 personnel office. It is the employee's responsibility to notify the District, in writing of any
32 change of address, phone number(s) or e-mail address.
- 33 C. When a position comes open, current employees will have first opportunity to be selected
34 through the position bid process.
- 35 D. Following the above process, the District will notify the senior person on the recall list when
36 an equivalent position comes open in their classification.
- 37 E. An employee on layoff status who rejects an offer reemployment shall forfeit rights to
38 reemployment with the District, provided that such employee is offered a position
39 substantially equal in time (loss no greater than thirty (30) minutes) to that held prior to
40 layoff.
- 41 F. An employee on layoff status shall forfeit rights to reemployment with the District if the
42 employee does not respond to an offer of reemployment within five (5) working days.
- 43

44 **Section 9.11. Building Restoration of Reduced Time.**

45 Time lost to employees (up to one (1) hour) solely due to budget constraints may be restored under the
46 following conditions without regard to seniority:

- 47 A. A list shall be maintained by building, noting total time reductions by employee name and
48 date of reduction.

- 1 B. The District will make all reasonable efforts to restore time in a building to affected
2 employees in that building, in consultation with the Association before additional time is
3 posted.
4 C. Whenever possible, time will be restored as first lost, first restored.
5

6 **Section 9.12 Discipline and Discharge.**

7 The District shall have the right to discipline and discharge an employee for justifiable cause. The issue
8 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If
9 the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass
10 the employee before other employees or the public.
11

12 **Section 9.12.1. Progressive Discipline.**

13 In cases of misconduct as defined by RCW 50.04.294, discipline may begin at any step. A verbal
14 warning or letter of direction that is issued to the employee is not considered a progressive
15 disciplinary action although it does serve to provide notice to the employee of acceptable and
16 unacceptable behavior. Past letters of direction issued prior to the date of this signed agreement
17 will remain in staff personnel files as progressive discipline.
18

19 Progressive discipline shall include, but not be limited to, the following steps:

- 20 A. Written Letter of Reprimand
21 B. Suspension without pay
22 C. Termination
23

24 **Section 9.12.2.**

25 An employee shall be entitled to have present a representative of the Association during any
26 meeting which might reasonably be expected to lead to disciplinary action and/or at any meeting
27 in which discipline is imposed. The District, acting through a supervisor, shall advise an
28 employee when there is knowledge that disciplinary action will or may take place. When a
29 request for such representation is made, no meeting shall continue, nor shall any action be taken
30 with respect to the employee, until such representative of the Association has reasonable
31 opportunity to be present. In no event, however, shall the meeting be delayed more than three (3)
32 workdays to accommodate such representation.
33

34 **Section 9.13.**

35 An employee who resigns will give, by written notice to the Superintendent or designee, two (2) weeks
36 notice of resignation.
37
38
39

40 **ARTICLE X**

41 **INSURANCE**

42 **Section 10.1.**

43 The District shall pay the full portion of the employer contribution to the School Employees Benefits
44 Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for
45 all employees who meet the eligibility requirements outlined in State law and described below. Any
46 disputes on SEBB eligibility shall be addressed through the procedures set by the SEBB appeals board
47 and not through the grievance procedures of this Agreement.
48

Benefits presently provided by the SEBB include but are not necessarily limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term disability
- Vision
- Dental which may include orthodontia
- Medical

Section 10.1.1. Eligibility.

The Association staff shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, six hundred thirty (630) hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility.

When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year and not enough days remain in the year to achieve six hundred thirty (630) hours, and said employee is anticipated to remain employed the following school year, that employee will be provided with benefits coverage pursuant to WAC 182-31-040.

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees who select a qualifying High Deductible Health Plan (HDHP) for their medical insurance will automatically be enrolled in a Health Savings Account (HSA). These employees may choose to make additional contributions to their HSA through a payroll deduction.

Section 10.1.2. Dependent Coverage.

The following dependents are covered within SEBB programs:

- Legal spouses
- State registered domestic partners
- Children up to age twenty six (26) (biological and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order or divorce decree created a legal obligation to provide support or health care coverage) and
- Children of any age with a developmental or physical handicap who are not capable of self-support

Section 10.1.3. Leaves.

Paid leave hours shall count towards the six thirty (630) hours used to determine eligibility for benefits under this section. Employees on unpaid leave status will retain their employee/employer relationship status for the provisions of this section and will receive benefits as required by SEBB policy. An employee on approved leave under the Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) may continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or current state rules, regulations, and guidelines. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA). (WAC 182-31-110).

1
2 **Section 10.1.4. Benefit Enrollment/Start.**

3 Benefit coverage for new employees will begin the first day of the month following the first
4 day of work when it is expected that the employee will work six hundred thirty (630) hours,
5 except during the month of September when the employee's benefit coverage will begin in
6 September if the employee is expected to work six hundred thirty (630) hours or more
7 during the school year and that employee begins on or before the first day of school in
8 September.
9

10 Employees previously employed by a SEBB employer and eligible for SEBB coverage in the
11 month prior to the first day of work will have uninterrupted benefit coverage if they meet the
12 eligibility requirements above.
13

14 Should an employee who previously was not expected to be eligible for benefits under SEBB
15 work six hundred thirty (630) hours in one (1) year, the employee will become eligible for
16 benefits to begin the month after six hundred thirty (630) hours.
17

18 **Section 10.1.5. Benefit Termination/End.**

19 Any employee terminating employment shall be entitled to continue receiving the District
20 insurance contribution for the remainder of the calendar month in which the contribution is
21 effective. In cases where separation occurs after completion of full contract obligation (i.e. the
22 end of the student school year in June) benefit coverage will continue until August 31, unless
23 the effective date of the employee's resignation occurs in June or July.
24

25 **Section 10.1.6. Legislative Changes.**

26 If the Washington State Legislature changes provisions of the SEBB to allow for changes in
27 employer contributions towards elective benefits, or substantially changes the medical
28 coverage provisions, either party can reopen this agreement for negotiation over the changes to
29 the extent allowed by law.
30

31 All of the provisions of Article X related to insurance shall be interpreted consistent with the
32 rules, regulations, and guidelines of the SEBB.
33

34 **Section 10.2. Health Benefit Mitigation Fund.**

35 The District shall contribute an amount of money per bargaining unit employee, for the purpose of
36 contributing to each employee's VEBA account. The contribution will be paid in two installments,
37 January and August.
38

39 Effective September 1, 2022, the District shall contribute four hundred dollars (\$400) annually to
40 employees who work up to four (4) hours/day; and the District shall contribute eight hundred dollars
41 (\$800) annually to employees who work four (4) to eight (8) hours a day.
42

43 The District will adopt the VEBA Health Reimbursement Plan (Plan). The District agrees to contribute
44 to the Plan on behalf of all employees as defined as eligible to participate in the Plan. Each eligible
45 employee must submit a completed and signed Membership Enrollment Form to become a Plan
46 participant and be eligible for benefits under the Plan.
47
48

1 The selected contribution(s) shall be made during the term of this agreement and the Union shall notify
2 and re-authorize such agreement with the District annually consistent with Internal Revenue Service
3 Regulation.

4
5 **Section 10.3.**

6 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan
7 approved by the District and in keeping with District policy. On receipt of a written authorization, the
8 District shall make the requisite withholding adjustment and deductions from the employee's salary.

9
10 **Section 10.4.**

11 The District shall provide tort liability coverage for all employees subject to this Agreement.
12
13
14

15 **ARTICLE XI**

16 **ASSOCIATION MEMBERSHIP**

17
18
19 **Section 11.1. Membership.**

20 The District and the Association understand that at the center of our labor management relationship is
21 the shared interest in providing the best services to the public. Therefore, it is the expectation of both the
22 Association and the District that the District representatives shall remain neutral on the issue of
23 Association membership and respect all employees decisions to join and maintain membership in their
24 exclusive professional advocacy organization PSE/SEIU1948 pursuant to RCW 41.56.140. All
25 bargaining unit employees shall have the option of joining and maintaining membership in the
26 Association upon employment with the District.

27
28 **Section 11.2. Membership Rescission.**

29 Union members requesting to rescind membership and membership rights in their exclusive professional
30 advocacy organization shall make such request in writing to the Association, following the constitution
31 and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have
32 been met, the Association shall inform the District of the employee's non-member status consistent with
33 the notification section 11.3.
34

35 **Section 11.3. New Hire Notification.**

36 The District shall notify the Association and the agreed bargaining unit representative of all new hires
37 within ten (10) days of hire date, or soon as practical, including name, home mailing address, job title,
38 work email, work location and hire date.
39

40 **Section 11.4. COPE Political Action Committee.**

41 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
42 deduct from the pay of such bargaining unit employee the amount of contribution the employee
43 voluntarily chooses for deduction for political purposes and shall transmit the same to the Association on
44 a check separate from the Union dues transmittal check. The Association shall be responsible for
45 drafting a mutually acceptable written authorization form and collecting and furnishing same to District
46 for any interested employee. Section 11.5. of the Collective Bargaining Agreement shall apply to these
47 deductions. The employee may revoke the request at any time. At least annually, the employee shall be
48 notified by the Association State Office about the right to revoke the request. The District shall not be

1 obligated to make deductions of any kind under this Section 11 when the deduction would cause the
2 employee's pay to drop below the current federal or state minimum hourly wage requirement. Once any
3 funds are remitted to Association, their disposition thereafter shall be the sole and exclusive obligation
4 and responsibility of Association.

5
6 **Section 11.5. Dues and Checkoff.**

7 The Association shall provide the District with a full and complete list of bargaining unit employees who
8 are current members of the Association, and shall provide updates, additions, and/ or other changes in
9 membership status to the District upon request. The District agrees to accept dues authorizations via
10 voice authorization or by E-signature in accordance with "E-SIGN". The Association will provide a list
11 of those members who have agreed to union membership via voice authorization. In addition, upon
12 request, access to the District to the .wav files associated with the voice authorization. The Association
13 will be the custodian of the records related to voice/E-signature authorizations. The Association agrees
14 that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of
15 those records. The District shall deduct Association dues from the pay of any employee who authorizes
16 such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the
17 Treasurer of the Association on a monthly basis.

18
19 **Section 11. 5.1.**

20 Pursuant to HB 1575, the Association is the exclusive custodian of membership records. If there
21 are any errors in dues collection because of information provided or not provided by the
22 Association. The Association is entirely liable.

23
24 **Section 11.6.**

25 The Association agrees to defend, indemnify and hold the District harmless against any and all claims,
26 suits, orders or judgments brought or issued against the District pursuant to proper implementation of
27 this article, entitled Association Membership.

28
29
30
31 **ARTICLE XII**

32
33 **GRIEVANCE PROCEDURE**

34
35 **Section 12.1. Purpose.**

36 The purpose of this procedure is to provide an orderly method of resolving grievances or complaints
37 arising between the District and its employees within the bargaining unit defined in Article I herein, with
38 respect to matters dealing with the interpretation or application of the terms and conditions of this
39 Agreement and shall be resolved in strict compliance with this Article. A determined effort shall be
40 made to settle such differences at the lowest possible level in the grievance procedure. Meetings or
41 discussions involving grievances shall be scheduled at mutually agreeable times.

42
43 **Section 12.1.1. Definitions.**

- 44 A. Grievant: A grievant is an employee, or in the case of the Association's contractual
45 rights, the Association.
46 B. Grievance: A grievance is defined as a dispute involving the interpretation or
47 application of the specific terms of this Agreement.
48 C. Days: Days in this procedure are normal District office workdays.

1
2 **Section 12.1.2. Timelines.**

3 Grievances shall be processed in the following manner and within the stated time limits. Time
4 limits shall be calculated commencing on the day after the event or occurrence triggering the
5 running time limit. Time limits provided in this procedure may be extended only by mutual
6 written agreement.
7

8 Failure on the part of the employer at any step of this procedure to communicate the decision on
9 a grievance within the specific or mutually extended time limits shall permit the grievant to lodge
10 an appeal at the next step of this procedure.
11

12 Failure on the grievant (employee or union) to present or proceed with a grievance within the
13 specified or mutually extended time limits will render the grievance waived.
14

15 **Section 12.2. Process.**

16
17 **Section 12.2.1. Step 1. Informal Level. Submission of Grievance to Supervisor.**

18 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or
19 twenty (20) days after the event is known or reasonably should have been known, the employee
20 shall attempt to resolve the grievance informally with their immediate supervisor or designee.
21 The immediate supervisor shall respond informally within ten (10) days of the employee's
22 presentation. The informal presentation and response at this level may be oral or written. In
23 presenting the grievance, the employee may be accompanied by a representative of the
24 Association at all steps of the grievance.
25

26 **Section 12.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.**

27 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
28 shall submit it to the immediate supervisor or designee within fifteen (15) days after receipt of
29 the response at Step 1. The written grievance shall contain the following:
30

- 31 A.
32 B. A statement of the alleged grievance including the facts upon which the grievance was
33 based;
34 C. Reference to the specific term(s) of the agreement which have been allegedly violated; and
35 D. Remedy sought.

36 The immediate supervisor shall inform the employee and the union in writing of the disposition
37 of the grievance within fifteen (15) days of the presentation of the grievance. If an agreeable
38 disposition has been made, the aggrieved party shall terminate the grievance in writing within ten
39 (10) days.
40

41 **Section 12.2.3. Step 3. Superintendent/Designee Level.**

42
43 **A. Individual Grievance**

44 If the grievance is not settled at Step 2 and the Association believes the grievance to be valid,
45 a written statement of the grievance shall be submitted within fifteen (15) days to the District
46 Superintendent or the Superintendent's designee. After submission of the grievance, the
47 parties will have fifteen (15) days to meet with the Superintendent or designee to resolve the
48 grievance. A written statement of the disposition shall be given to the aggrieved and the

union within fifteen (15) days of the meeting. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within ten (10) days.

B. Association Grievance

A grievance which the Association may have against the employer, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Association rights, shall be commenced by filing in writing (in format of Step 2 above) with the Superintendent/Designee. Such filing shall be within thirty (30) days following the occurrence of the event giving rise to the grievance or thirty (30) days after the event is known or reasonably should have been known. The Superintendent/designee and the Association will have ten (10) days from receipt of the grievance to resolve it. A written statement of the disposition shall be given to the Association within fifteen (15) days of the meeting. If an agreeable disposition has been made, the Association shall terminate the grievance in writing within ten (10) days.

Section 12.2.4. Step 4. School Board.

If no settlement is reached in Step 3 and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) days to the School Board, after receipt of the Superintendent's written response in Step 3. The grievance shall be heard at its next regular meeting, or at a special meeting to be held no more than twenty (20) days from submission of the written grievance to the Board. The grievant(s) shall be allowed to appear before the Board, and to provide a presentation to the Board in executive session. A disposition must be entered at the School Board level within fifteen (15) days of the conclusion of the meeting.

Section 12.2.5. Step 5. Arbitration.

If no settlement is reached in Step 4, the Association has the right to file a demand for arbitration as outlined below:

- A. Written notice of a request for arbitration shall be made to the Superintendent within ten (10) days of receipt of the disposition letter at Step 4.
- B. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.
- C. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below shall apply to the selection of an arbiter.
- D. In the event an arbiter is not agreed upon as provided in paragraph (c) above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) qualified neutrals. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the seven (7) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event there are no mutually acceptable arbiters on the

panel, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

E. In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the American Arbitration Association, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

F. Arbitration proceedings shall be in accordance with the following:

1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena, if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
4. The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of the grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
7. The arbiter shall specify in the award that the Employer or the Association, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half (½) of the stenographic cost.

Section 12.3. Binding Effect of Award.

All decisions arrived at under the provisions of this Article by the representatives of the Employer and the Association at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties; provided, however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to alter this Agreement in whole or in part.

Section 12.3.1. Limits of the Arbiter.

The arbiter cannot order the Employer to take action contrary to the law.

1 **Section 12.3.2. No Duty to Maintain Status Quo.**

2 The Employer has no duty to maintain the status quo or to restore the status quo pending
3 arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as
4 per the arbiter's award.
5

6 **Section 12.3.3. Freedom from Reprisal.**

7 There will be no reprisals against the grievant or others as a result of the employee's participation
8 in this process.
9

10 **Section 12.3.4. Timelines.**

11 Grievance claims involving retroactive compensation will be limited to no more than twenty (20)
12 days prior to the initiation of the grievance at the Step 1 meeting.
13

14 **Section 12.4. Grievance Release Time.**

15 In the event the grievance or arbitration discussions occur during regular employment time, the District
16 shall provide release time without loss of compensation limited to the grievant, required witnesses, and
17 one (1) Association representative unless otherwise approved by the District. It is recognized that
18 meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place outside
19 the employee's workdays and are not to be compensated by the District.
20
21
22

23 **ARTICLE XIII**

24 **SALARIES AND EMPLOYEE COMPENSATION**
25
26

27 **Section 13.1.**

28 Employees shall be compensated in accordance with the provision of this Agreement for hours worked.
29

30 **Section 13.2.**

31 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
32 Schedule A attached hereto and by this reference incorporated herein. Salary improvement, during the
33 duration of this Agreement, shall be provided to the extent authorized and funded by the legislature,
34 exclusive of earned increments.
35

36 **Section 13.3.**

37 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and
38 conditions of Article XV, Section 15.3. Should the date of this Agreement be subsequent to the effective
39 date, salaries, including overtime, shall be effective as mutually agreed.
40

41 **Section 13.4.**

42 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this
43 Agreement; provided, the employee has been actively employed continuously for at least one-half (½) of
44 the previous employment year.
45

46 **Section 13.5.**

47 Any employee who changes job positions within a classification shall receive full longevity credit
48 regarding step placement on Schedule A.

1
2 **Section 13.6.**

- 3 A. Mechanics who are subject to this Agreement shall receive reimbursement of up to one
4 thousand dollars (\$1000) annually, for the purchase of new and replacement tools and properly
5 rated boots.
- 6 B. Maintenance employees subject to this Agreement shall receive reimbursement of up to two
7 hundred fifty dollars (\$250) annually for work-related clothing.
- 8 C. Food Service workers shall receive reimbursement for the cost of a renewal of food handler's
9 cards.
- 10 D. Head Custodians at large campuses (High School and Mount Baker/Commons) shall receive an
11 annual stipend of two thousand dollars (\$2,000).
- 12 E. The District-assigned employee to coordinate wood floor refinishing shall receive an annual
13 stipend of five hundred dollars (\$500).
- 14 F. Upon approval of their supervisor, employees may complete course training requirements on
15 District-paid time, if available for license/certification obtained by an employee in the
16 performance of their assignment (such as ASE-Automotive Service Excellence, Electrician,
17 Refrigeration, HVAC, Plumbing, Pesticide, NICET Fire Alarm systems). License/certification
18 fees will either be paid by District purchase card or employee reimbursement.

19
20 Employees who acquire and maintain the license/certification shall receive an annual stipend of one
21 thousand dollars (\$1,000).
22

23 **Section 13.7.**

24 Security Officers who are subject to this agreement shall receive reimbursement of up to one hundred
25 dollars (\$100) annually for the purchase of work-related equipment.
26

27 **Section 13.8.**

28 Employees who perform maintenance and installation on District fire systems must be certified NICET
29 Level II or higher. Level I NICET certified employees may provide maintenance or installation of fire
30 systems if supervised by the Level II (or higher) NICET certified employee.
31

32 The District shall determine the number and level of NICET certified employees. Cost of NICET
33 certification will be paid by the District. A minimum of three (3) months training is required for Level I
34 NICET certification.
35

36 NICET certified employees shall provide a copy of the Level certificate to the Maintenance Supervisor
37 and to the District Office for their personnel file. Employees in Level I NICET training will be paid at
38 their applicable step on the Carpenter wage scale. Work hours will be reported on the Additional Pay
39 timesheet and will correspond to the site/assignment and approved by the Maintenance Supervisor.
40

41 **Section 13.9. Summer School.**

42 When the summer school session includes the July 4 holiday, current contracted employees (custodians,
43 security officers, and food service workers) hired to work summer school will add the holiday to their
44 timesheet for additional pay. The hours will be paid at straight time, unless the employee is required to
45 work on the holiday.
46

47 Summer school employees will be paid an additional one dollar fifty cents (\$1.50) per hour
48 corresponding to their step placement and summer assignment to recognize the value of vacation pay,

personal leave and sick leave. The holiday and vacation rate will not apply to substitutes employed in the summer program.

Section 13.10. Food Service Catering.

Food Service employees who perform catering and similar extra work for additional time/additional pay will be paid at the Catering wage at the employee's appropriate longevity step.

Employees interested in providing catering support will be placed on a catering list. Additional time for catering events will be offered by seniority at the catering site among those on the list. If no staff from the site accept the position, assignment will go by seniority based on the District-wide list. Seniority may be bypassed in order to ensure the needed skills and experience necessary for the event. The District will specify such skills and experience in a written communication to the bypassed employee. Disputes over determinations concerning the necessary skills and experience shall not be eligible for arbitration. Hours offered will not place the employee into overtime status for that week (over forty (40) hours per week) without District approval.

This process excludes emergency or short-term notice events. Short term is defined as catering requests contracted five (5) working days or less from the date of the event.

ARTICLE XIV

TRAINING/PROFESSIONAL DEVELOPMENT

Section 14.1. Professional Development.

The District recognizes that employees desire to improve and broaden their work skills and training. Therefore, a staff development fund for classified employees of two thousand dollars (\$2,000) will be available each year. The District shall carryover any unused funds from year to year for a maximum of three thousand dollars (\$3,000). The District agrees to add three thousand dollars (\$3,000), up to eight thousand dollars (\$8,000) on an annual basis strictly for use by employees in the Technology classification. The District shall carryover any unused funds. A fund balance report will be provided to the Association Chapter President(s) bi-monthly. In the event of a levy failure, there will not be money placed into the staff development fund, for that year, but any fund balance from the rollover, shall be made available for employee's use.

A variety of training opportunities may be developed and offered. If the District requires attendance of the employee, regular salary rates will be paid. In no event, will overtime rates be paid. If attendance is voluntary, the employee may utilize this fund for payment of tuition, travel expenses, substitute expenses, and materials required for such attendance.

Employees may request staff development funds by filling out a Staff Development Request Form. Such application must be approved by the employee's supervisor, the Association Chapter President(s) and final approval will be granted by the Superintendent/designee.

Employees required by the District or by State regulations to attend training (including first aid training), receiving required certification, or being recertified, as a condition of employment, shall be reimbursed for all fees, costs and/or expenses. Those employees that choose not to attend District provided training

1 sessions when scheduled shall be required to pay for their registrations in other locations unless
2 attendance and payment is pre-approved by the Superintendent/designee. Employees shall also be
3 compensated for all time expended as “hours worked” pursuant to Article XIII, Section 13.1.

4 5 **Section 14.2.**

6 The parties mutually agree to participate in the Washington Public School Classified Employee’s
7 Apprenticeship Program (WPSCEJATC). Upon successful completion of apprenticeship standards and
8 recognition by WPSCEJATC, the employee shall receive an additional fifty (\$0.50) cents per hour.
9 Such increase shall be in addition to the employee’s regular rate of pay as expressed on Schedule A.

10 11 **Section 14.3. All Staff Orientation.**

12 The District will provide five (5) hours additional pay, at the employee’s regular pay rate, to each
13 classified staff member for the following purposes: Two (2) hours will be paid for attending the All-
14 Staff Orientation Program, three (3) hours will be paid for District or site related
15 orientations/trainings/work, unless these occur during the employee’s normal work hours.

16
17 New employees will be paid for any additional required training that is part of their induction to the
18 District, unless this occurs during the employee’s normal work hours. Meetings regarding benefit/pay
19 information are on a non-paid basis.

20
21 Association packets shall also be provided to new classified employees at the new employee orientation.
22
23

24 25 **ARTICLE XV**

26 27 **TERM AND SEPARABILITY OF PROVISIONS**

28 29 **Section 15.1.**

30 The term of this Agreement shall be September 1, 2022 through August 31, 2025. The parties mutually
31 agree to the following salary increases for the duration of the agreement:

32
33 Year 1 (2022-2023) – IPD (5.5%) plus move each classification up to average; percentage increase to be
34 applied across all cells for each job category and classification. Schedule A for 2022-2023 is attached.

- 35 • Custodian: IPD + 6.9%
 - 36 • Food Services: IPD + 6.9%
 - 37 • Transportation Shop: IPD + 3.6%
 - 38 • Technology:
 - 39 ○ Network Support Specialist: IPD + 5.45%
 - 40 ○ Education Technology Assistant: IPD + 1.4%
 - 41 ○ SIS: 20% above NSS
 - 42 • Maintenance:
 - 43 ○ Carpenter, Mechanical/Heating, Painter Roofer: IPD + 3.5%
 - 44 ○ Maintenance/Utility (percentage applied to all other positions identified in Schedule A
45 under Maintenance): IPD + 1.1%
 - 46 • Security: IPD + 3.0%
- 47

1 Year 2 (2023-2024) – IPD plus 1.0% across all cells for each job category and classification

2
3 Year 3 (2024-2025) – Wage reopener

4
5 **Section 15.2.**

6 All provisions of this Agreement shall be applicable to the entire term of this Agreement
7 notwithstanding its execution date, except as provided in Section 15.3.

8
9 **Section 15.3.**

10 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
11 parties in writing.

12
13 **Section 15.4.**

14 If any provision of this Agreement or the application of any such provision is held invalid, the remainder
15 of this Agreement shall not be affected thereby.

16
17 **Section 15.5.**

18 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with
19 State or Federal statutes or regulations promulgated pursuant thereto.

20
21 **Section 15.6.**

22 In the event either of the two (2) previous Sections is determined to apply to any provision of this
23 Agreement, such provision shall be renegotiated pursuant to Section 15.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MOUNT VERNON M&O CHAPTER #819

BY: Michael R. Nosky
Michael Nosky, Chapter President

DATE: 10/19/2022

MOUNT VERNON SCHOOL DISTRICT #320

BY: Ismael Vivanco
Ismael Vivanco, Ed. D, Superintendent

DATE: 10/20/22

MOUNT VERNON SCHOOL DISTRICT
SCHEDULE A
CUSTODIAL, MAINTENANCE, FOOD SERVICE, TRANSPORTATION MECHANICS & TECHNOLOGY
September 1, 2022 – August 31, 2023

Custodian/Maintenance/Food Service/Transportation Mechanics/Technology	Sub	Step 1 Years 0-3	Step 2 Years 4-7	Step 3 Years 8-11	Step 4 Years 12-15	Step 5 Years 16+
Summer School Differential for contracted employees: \$1.50/hr. Custodian Shift Differential: \$0.30/hr. Longevity (Years 21-25): Step 5 + \$1.00/hr. Longevity (Years 26+): Step 5 + \$2.50/hr.						
Custodial						
Head Custodian-High School		30.46	31.11	31.80	32.48	33.14
Head Custodian-Middle School		29.81	30.45	31.09	31.71	32.35
Head Custodian-Elementary School		29.51	30.19	30.84	31.52	31.70
Head Custodian-HS Gym Custodian		29.81	30.45	31.09	31.71	32.35
Custodian (includes Gym Custodian)	26.17	27.37	27.99	28.57	29.19	29.77
Assistant/Summer Custodian		18.73	19.22	19.73	20.28	20.83
Facility Monitor		18.73	19.22	19.73	20.28	20.83
Maintenance						
Carpenter		38.89	39.99	41.10	42.18	43.27
Grounds		28.86	29.54	30.15	30.78	31.38
Mechanical/Heating		38.89	39.99	41.10	42.18	43.27
Painter/Roofer		38.89	39.99	41.10	42.18	43.27
Athletic Program Support/Maintenance		32.46	33.26	34.03	34.72	35.38
Maintenance Utility		32.46	33.26	34.03	34.72	35.38
Assistant Maintenance/Utility/Courier		26.03	26.61	27.19	27.59	27.95
Warehouse Inventory		32.46	33.26	34.03	34.72	35.38
Security						
Security Lead		31.95	32.69	33.42	34.07	34.71
Security Officer		30.15	30.89	31.63	32.27	32.92
Transportation Mechanics						
Shop Foreman		37.56	38.87	39.72	40.56	41.40
Technician		34.27	35.15	36.04	36.93	37.81
Technician's Assistant		30.52	31.13	31.74	32.32	32.93
Technology						
Server/Infrastructure Specialist II		49.93	51.54	53.13	54.74	56.35
Server/Infrastructure Specialist I		47.93	49.47	51.01	52.55	54.09
Network Support Specialist		39.94	41.23	42.50	43.79	45.08
Bench Tech	30.24	31.89	32.87	33.87	34.84	35.82
Education Technology Assistant		31.89	32.87	33.87	34.84	35.82
Food Services						
Kitchen Manager		28.99	29.75	30.08	30.82	31.58
Head Cook		25.38	26.17	27.01	27.83	28.65
Large Kitchen-Assistant Head Cook		25.36	26.10	26.85	27.59	28.35
Assistant Cook		24.75	25.47	26.19	26.92	27.64
Food Service Assistant	21.59	22.32	23.08	23.83	24.58	25.32
Warehouse/Food Service Driver		29.97	30.60	31.22	31.82	32.44
Catering (<i>Median wage of FSA/HC</i>)		23.85	24.62	25.42	26.21	26.99

PSE 2-Maintenance & Operations		Step 1	Step 2	Step 3	Step 4	Step 5
Sub		Yrs 0-3	Yrs 4-7	Yrs 8-11	Yrs 12-15	Yrs 16+
Summer School Differential for contracted employees: \$1.50/hr.; Custodian Shift Differential: \$0.30/hr.						
Longevity (Yrs 21-25): Step 5+\$1.00/hr.; Longevity (Yrs 26+): Step 5+\$2.50/hr.						
Custodial						
Head Custodian-High School		31.89	32.57	33.29	34.01	34.70
Head Custodian-Middle School		31.21	31.88	32.55	33.20	33.87
Head Custodian-Elementary School		30.90	31.61	32.29	33.00	33.19
Head Custodian-HS Gym Custodian		31.21	31.88	32.55	33.20	33.87
Custodian (includes Gym Custodian)	27.40	28.66	29.31	29.91	30.56	31.17
Assistant/Summer Custodian		19.61	20.12	20.66	21.23	21.81
Facility Monitor		19.61	20.12	20.66	21.23	21.81
Maintenance						
Carpenter		40.76	41.91	43.07	44.20	45.35
Grounds		30.25	30.96	31.60	32.26	32.89
Mechanical/Heating		40.76	41.94	43.07	44.20	45.35
Painter/Roofer		40.76	41.91	43.07	44.20	45.35
Athletic Program Support/Maintenance		34.02	34.86	35.66	36.39	37.08
Maintenance/Utility		34.02	34.86	35.66	36.39	37.08
Assistant Maintenance/Utility/Courier		27.28	27.89	28.50	28.91	29.29
Warehouse Inventory		34.02	34.86	35.66	36.39	37.08
Security						
Security Lead		33.48	34.26	35.02	35.71	36.38
Security Officer		311.60	32.37	33.15	33.82	34.50
Transportation Mechanics						
Shop Foreman		39.36	40.74	41.63	42.51	43.39
Technician		35.91	36.84	37.77	38.70	39.62
Technician's Assistant		31.98	32.62	33.26	33.87	34.51
Technology						
Server/Infrastructure Specialist II		52.33	54.01	55.68	57.37	59.05
Server/Infrastructure Specialist I		50.23	51.84	53.46	55.07	56.69
Network Support Specialist		41.86	43.21	44.54	45.89	47.24
Bench Tech	31.69	33.42	34.45	35.50	36.51	37.54
Education Technology Assistant		33.42	34.45	35.50	36.51	37.54
Food Services						
Kitchen Manager		30.38	31.18	31.52	32.30	33.10
Head Cook		26.60	27.43	28.31	29.17	30.03
Large Kitchen-Assistant Head Cook		26.58	27.35	28.14	28.91	29.71
Assistant Cook		25.94	26.69	27.45	28.21	28.97
Food Service Assistant	22.63	223.39	24.19	24.97	25.76	26.54
Warehouse/Food Service Driver		31.41	32.07	32.72	33.35	34.0
Catering (Median wage of FSA/HC)		24.76	25.56	26.39	27.21	28.02

MOUNT VERNON SCHOOL DISTRICT
POSITION RESIGNATION FORM

Once I accept a different/new position with my employer, the Mount Vernon School District, I understand I must resign my current position. This form is not to be used to resign from employment with the Mount Vernon School District.

Employee Name _____

Current Position _____
(Position I am resigning from)

New Position _____

New Position start date _____

One copy shall be retained by the employee, one copy to be placed into employee's personnel file at the District office and one copy to be placed in employee's working file.

Employee's Signature

Mt Vernon School District #320
124 E Lawrence
Mount Vernon, WA 98273

1. Statement by Transferring Employee

I have accepted employment with the Mount Vernon School District. I hereby request that you transfer to the Mount Vernon School District my accumulated sick leave balance to which I am entitled to under RCW 28A.400.300.

This is to certify that I, _____ (Print Name) was employed by:

Former District: _____

District Full Address: _____

District Contact Number: _____

Employee Signature: _____

Date: _____

Employee ID or last four digits of SSN: _____

2. Response by Former District

This is to certify that the above-named person was employed by:

_____ (District Name)

From _____ to _____ and that the following is true and correct:

Total number of unused sick leave hours to be transferred: _____

Total number of sick leave hours used in current calendar year (Jan-Dec): _____

Total amount of shared leave used during employment: _____

Name of Certifying official (print) _____ Title: _____

Signature: _____ Date: _____

3. Return this form to:

Mail: Mount Vernon School District
Attn: Payroll Department
124 E Lawrence St.
Mount Vernon, WA 982736

Fax: (360) 428-6108 Attn: Payroll Department



Classified Evaluation

**OVERALL PERFORMANCE DURING THE EVALUATION PERIOD COVERED
BY THIS REPORT:**

- | | |
|---|--|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory |
| <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |

Employee Name: _____

Supervisor Name: _____

Site: _____

Date of Evaluation: _____

Evaluation Term: _____

(School year or probationary)

Job Knowledge and Required Skills: Employee possesses the knowledge required for the position, and performs the skills necessary to succeed.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

Quality and Quantity of Work: Employee demonstrates quality work and generates quality work products, and succeeds with the expected work load demands of their position.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

Human Relations: Employee demonstrates the ability to function successfully as a member of a team. The employee's presentation (dress and appearance) and interactions toward students, parents, staff and visitors are professional and demonstrate effective communication skills (written and oral).

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

Professional Growth: Employee demonstrates a commitment to professional growth, taking advantage of formal and informal professional development opportunities.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

Work Habits: Employee demonstrates dependability, initiative, flexibility, and handles confidential information appropriately.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

Safety: Employee emphasizes and demonstrates personal safety, and promotes and attends to the safety of others.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

Attendance and Punctuality: Employee demonstrates attendance patterns that comply with available leaves and ensures that work responsibilities are completed effectively. The employee is punctual to shifts and assignments.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

Judgment and Decision Making: Employee uses sound judgment and effective decision making in all areas of work responsibilities. Employee works independently as appropriate and seeks assistance when needed.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Exceeds Expectations | <input type="checkbox"/> Meets Expectations/Satisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Unsatisfactory |
|---|--|--|---|

Comments: _____

Signatures on reverse

