

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MUKILTEO SCHOOL DISTRICT #6

AND

MUKILTEO ASSOCIATION OF CLASSIFIED PERSONNEL #1120

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948

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ARTICLE I

RECOGNITION AND COVERAGE OF CONTRACT

Section 1.1.

Pursuant to the conditions set forth in the Public Employees' Collective Bargaining Act (RCW 41.56.010 et. Seq.), this constitutes a Contract between the Mukilteo School District Number 6 (hereinafter "District" or "Employer") and the Mukilteo Association of Classified Personnel Chapter #1120 of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

Section 1.2.

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

Section 1.3.

Nothing contained herein shall be construed to include in the bargaining unit those employees in positions that are not listed in Schedule A, provided the provisions of Section 1.4.1 are met.

Section 1.3.1.

Supervisors will not perform bargaining unit work except under emergency conditions.

Section 1.4.

The District will have available, in digital form, current job descriptions for all classifications. The District will make available to the Association amendments, changes, and additions to job descriptions as they may occur. Copies of such amendments, changes, and additions will be furnished to the Association. No substantial change in the job description shall be detrimental to the employee in that job classification.

Section 1.4.1.

Creation of a new position subject to this Contract shall require negotiations pursuant to Section 18.3 for salary determination only of the new position.

Section 1.5.

The bargaining unit to which this Contract is applicable shall consist of all classified employees in the following nine (9) general job classifications: Custodial, Data Processing, Graphics, Maintenance/ Grounds, Nutrition Services, Office/Accounting, Security, Transportation and Warehouse. Classified positions in the above general job classifications, which are excluded from the bargaining unit are temporary positions and those positions not listed on Schedule A.

Section 1.5.1.

Temporary employees are defined as any employee employed for sixty (60) working days or less during the summer months or employed to assist in the completion of special projects during the regular school year. Such worker is hired with the understanding that employment will end upon completion of the special project for which they are hired. Work requiring temporary employees shall be offered first to any regular employee on layoff status from the District who possesses the necessary qualifications to perform the assigned duties and who holds seniority in the same classification as temporary would normally be assigned. Temporary summer work will be

1 offered to qualified regular part-time employees, on a seniority basis, provided interested
2 employees have notified the Human Resources Office of their desire for summer work by the
3 preceding May 15.

4
5 **Section 1.5.2. Leave Replacement Employees.**

6 A leave replacement employee is a worker who is hired for a specific period of time to replace an
7 employee on approved leave, pursuant to Article IX, Section 9.7.3.
8

9 **Section 1.6.**

10 Substitute employees will be paid at step one (Schedule A) for each hour of required work. The above
11 solely states the coverage of this Agreement in reference to substitute employees, except that any dispute
12 arising from the application of Schedule A shall be subject to Article XV, the grievance procedure.
13

14 Substitute employees who are hired into regular positions without a break in service shall have their time
15 worked as a substitute with the District count towards their longevity step placement on Schedule A and
16 the vacation accrual schedule, if applicable. A substitute must have worked at least two-thirds (2/3) of
17 the school year to receive credit for that year.
18
19

20
21 **ARTICLE II**

22 **RIGHTS OF THE EMPLOYER**

23
24
25 **Section 2.1.**

26 It is agreed that the customary and usual rights, powers, functions, and authority of management are
27 vested in management officials of the District. Included in these rights in accordance with and subject to
28 applicable laws, regulations, and the provisions of this Contract, is the right to direct the work force, the
29 right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge,
30 demote, or take other disciplinary action against employees; and the right to release employees from
31 duties because of lack of work; subcontract work, provided that any subcontract let by the District shall
32 only be done during the period at the end of one school year and prior to the start of another school year
33 and the District would require that the subcontractor accept the terms and conditions of this Contract
34 between the District and the employees within the service to be subcontracted; and further provided that
35 the District shall require any subcontractor to employ any and all employees of the District whose
36 position with the District will be eliminated due to the subcontract and designate the work to be
37 performed by the employer or others and the places where and the manner in which it is to be performed
38 in accordance with the obligations imposed by this Contract. The District shall retain the right to
39 maintain efficiency of the District operation by determining the methods, the means, and the personnel
40 by which operations undertaken by the employees in the unit are to be conducted.
41

42 **Section 2.2.**

43 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
44 District. In making rules and regulations relating to personnel policies, procedures and practices, and
45 matters of working conditions, the District shall give due regard and consideration to the rights of the
46 Association and the employees and to the obligations imposed by this Contract.
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Section 2.3.

All matters not specifically and expressly covered or treated by the language of this Contract may be administered by the District in accordance with such policy or procedures as the Board of Directors may determine.

ARTICLE III
RIGHTS OF THE EMPLOYEES

Section 3.1.

It is agreed that all employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual.

Section 3.2.

Each employee shall have the right, without reprisal, to bring work related concerns to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3. Employee Representation.

Employees have the right to have an Association representative or designee present at disciplinary meetings between themselves and supervisors or other representatives of the District and also, as herein provided in Article XV, the grievance procedure. Nothing in the Article is intended to prevent supervisors from meeting with employees individually regarding regular routine work matters.

Section 3.4.

Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of race, creed, color, gender, sexual orientation religion, national origin, age, marital status, disability, or any other basis prohibited by law or Mukilteo School District policy, unless based on a bona fide occupational qualification; provided, that the prohibition against discrimination because of disability shall not apply if the disability prevents the safe, proper, or efficient performance of the employee's duties.

Section 3.5.

An employee shall have the right, upon reasonable notice, to inspect the contents of his/her official District personnel file, as well as the contents of any supervisor's evaluation/working file, processed grievance file or any other file maintained by the District that contains specific employee information. Inspection shall be in the presence of a District representative. File materials may be reproduced for the employee as promptly as is feasible upon request and at no cost to the employee. A separate file for processed grievances shall be kept apart from the employee's personnel file and a supervisor's evaluation/working file. Computer stored information (except for business/payroll records) is not a substitute for, or to be considered a part of the employee files referenced herein.



1
2 **Section 3.5.1.**

3 Each employee shall be provided a copy of all material placed in his or her official District
4 personnel file within fifteen (15) working days. The employee shall have the right to attach
5 his/her statement to any derogatory material in such personnel file. An employee may request
6 that derogatory material will be removed from the employee's personnel file after three (3) years
7 if no further similar or related incidents have arisen except any material arising from actions that
8 give rise to a liability on the part of the District (e.g., harassment, unlawful discrimination, child
9 abuse, etc.) will not be removed. Employee evaluations shall not be removed from the personnel
10 file.

11
12 **Section 3.6. Employee Protection.**

13 The District shall protect and hold harmless any employee from any action, claim or proceeding
14 instituted against him/her arising out of the performance of duties for or employment with the District
15 and hold him/her harmless from any expenses connected with the defense, settlement or monetary
16 judgement from such actions, provided that the District shall not be obligated to assume any costs or
17 judgments held against the employee when such damages are proved to be due to the employee's willful
18 negligence, violation of law or criminal act as determined by a court of law.

19
20 Any case of assault upon an employee or by an employee shall be promptly reported to the building
21 administrator or immediate supervisor. The administrator/supervisor shall promptly render all assistance
22 to the employee in connection with the handling of the incident by law enforcement and judicial
23 authorities. Assaults on employees that warrant time off on the day of the incident, as determined by the
24 employee's supervisor, shall be paid, and will not be charged to any accumulated leave. The
25 administrator/supervisor shall inform Human Resources when an employee has been assaulted.

26
27 **Section 3.6.1.**

28 The District shall provide under the provisions of its insurance policy for loss or damage to
29 personal property of school employees while such employees are engaged in the maintenance of
30 order and discipline and the protection of school personnel and students and the property thereof
31 when that is deemed necessary by the employee. The limit of liability hereunder shall be two
32 thousand dollars (\$2,000) per employee for each such claim. The District or its insurer shall
33 reimburse an employee for any loss of or damage to personal property necessarily used in the
34 course of his/her duty when such loss or damage is willfully and maliciously inflicted by students
35 or persons known or unknown on school premises or while the employee is on duty, subject to
36 the following conditions:

- 37
38 A. Such personal property must be registered with and approved in writing by the
39 building administrator for employees assigned to a school building, or by the
40 employee's immediate supervisor for employees not assigned to a school building.
41 B. There must be proof submitted of the deductible amount under the employee's
42 insurance policy, or that the employee either has no insurance or that his/her
43 insurance does not cover the damage or loss in question. An employee must exhaust
44 his/her own insurance recovery first under this provision.
45 C. There must be filed with the District Business Office immediately after the loss or as
46 provided in the District insurance policy, whichever is later, a claim for
47 reimbursement.
48

1 D. The limit of liability shall be two thousand dollars (\$2,000) for any one (1) claim,
2 except; the limit of liability for mechanic's tools shall be twenty-five thousand dollars
3 (\$25,000).
4

5 Students who are known to the building administrator to be health impaired, to be medically
6 fragile, to be using prescribed medication for a chronic medical condition, or to be Severely
7 Behaviorally Disabled (SBD), shall not knowingly be placed under the supervision of a
8 bargaining unit member without informing the bargaining unit member of the condition of such
9 student(s). Employees shall be required to retain all information in the strictest confidence.
10

11 **Section 3.6.2. Self-Protection.**

12 Employees, while acting within the scope of their duties as an employee of the Mukilteo School
13 District, may use reasonable, prudent, and legal measures with a student, patron or other person
14 as is necessary to protect him/herself from physical attack or injury, including contacting local
15 law enforcement.
16

17 The District shall provide training, as appropriate, for all employees.
18

19 **Section 3.7. Safety Committees.**

20 Each worksite will create and maintain a safety committee per State law. For each site that has at least
21 one (1) MACP member, MACP will be offered an employee representative on the committee.
22

23 **Section 3.8.**

24 No employee shall be regularly required or directed to perform work outside of their job description.
25

26 **Section 3.9.**

27 MACP employees shall not be required to perform duties requiring a medical license or specialized
28 medical training, to include:
29

- 30 A. Health-related testing.
- 31 B. Inspection for lice or other communicable illnesses.
- 32

33 School office staff may be required to perform certain basic health support functions and, if assigned,
34 will receive appropriate training.
35
36
37

38 **ARTICLE IV**

39 **RIGHTS OF THE ASSOCIATION**

40
41
42 **Section 4.1.**

43 The Association has the right and responsibility to represent the interests of all bargaining unit members;
44 to present its views to the District on matters of concern, either orally or in writing, and to enter
45 collective negotiations with the object of reaching a Contract applicable to all employees.
46

47 **Section 4.2. Observer at Hearings.**

48 The Association is entitled to have an observer at hearings conducted by any District official or body
49 arising out of grievance and to make known the Association's views concerning the case.

1
2 **Section 4.3. CBA Distribution to New Employees.**

3 At the time of initial employment all classified employees shall be provided a copy of this Contract to be
4 furnished to the District by the Association.
5

6 **Section 4.4. Delegation of Rights.**

7 The Association reserves and retains the right to delegate any of its rights or duties contained herein to
8 the appropriate officials of the Association. The District will be given reasonable, advanced notification
9 if any rights or duties are delegated to an Association official other than the established representative.
10

11 **Section 4.5. Association Release Time.**

12 The President of the Association and designated representatives will be provided time off without loss of
13 pay to a collective maximum of ten (10) days per year to attend regional or state meetings when the
14 purpose of those meetings is in the best interests of the District as determined by the District
15 administration. Such days shall be known as President's Day and requests for such days must be in
16 writing to the Superintendent or designee at least five (5) workdays prior to the release day(s) requested,
17 except by mutual agreement.
18

19 **Section 4.5.1. Association State Officer Release Time.**

20 A bargaining unit member who holds a state-elected position in the Association shall be granted
21 time off without loss of pay to a collective maximum of fifteen (15) days to attend regional or
22 state meetings. The Association will reimburse the District for the cost of salary and benefits for
23 the absence, including the cost of a substitute, if necessary. Request for Association Officer
24 Release Time may be utilized in full or half day increments and must be requested in writing to
25 Human Resources at least five (5) workdays prior to the release day(s) requested, except by
26 mutual agreement. Additional time off requested for this purpose must be charged to the MACP
27 President's Day allocation, per Section 4.5.
28

29 **Section 4.6. Release Time for Bargaining Team.**

30 When a scheduled bargaining session occurs during a bargaining team member's regular work shift, the
31 employee shall be granted release time, without loss of pay, for the portion of their shift that coincides
32 with the bargaining session. The cost of a substitute, if necessary, shall be paid for by the Association.
33

34 **Section 4.7. Bargaining Unit Information.**

35 During the term of the Contract, and no later than December 1, the District will provide electronic
36 notification to the Association and the Association President or their designee with the name, job title,
37 address, hire date, seniority date in classification, hourly rate, hours worked per year, and annual pay of
38 employees in the bargaining unit. Such information will be updated on a quarterly basis to include new
39 employees.
40

41 **Section 4.8. Representative Visitation.**

42 Representatives of the Association, upon making their presence known to the District, shall have access
43 to the District premises during business hours, provided that no conferences or meetings between
44 employees and Association representatives will in any way hamper or obstruct the normal flow of work,
45 except under emergency conditions.
46

47 **Section 4.9.**

48 Employees acting as Association representatives and conducting Association business shall do so only
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PSE of Mukilteo MACP Chapter #1120
Mukilteo School District #6



1 during non-work time, such as break time and lunch periods, except during grievance procedures as
2 provided in Article XV herein.

3
4 **Section 4.10. Building Leadership Teams.**

5 In any building that establishes a Building Leadership Team (BLT), MACP members at that site shall
6 have an annual option to select a representative for the team. Employees will be nominated by
7 themselves, other MACP members, or building administrators and selected by the school's
8 administration through a collaborative process to serve on their school's leadership team. BLT
9 representation is voluntary and shall be paid time for the MACP member only if the BLT meeting occurs
10 during the employee's regular working hours.

11
12 **Section 4.11. Bulletin Board.**

13 The District shall provide bulletin board space in each District facility/site for the use of the Association.
14 The bulletins posted by the Association are the responsibility of the officials of the Association. Each
15 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
16 bulletins may not be posted. There shall be no other distribution or posting by employees or the
17 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
18 property, other than herein provided. The responsibility for the prompt removal of notices from the
19 bulletin boards after they have served their purpose shall rest with the individual who posted such
20 notices. The Association agrees not to put any notice that may be derogatory or defamatory to any
21 member of the Board nor any employee of the District.

22
23 **Section 4.12. Use of District Mail Systems.**

24 The Association shall have the right to use employee mailboxes and the District e-mail system for
25 communication purposes. The Association shall have the right to use a school's regular bulletin board for
26 announcement of Association meetings. Materials, publications, and/or written announcements may be
27 distributed through personal contact, mailboxes, district email and/or posting. Materials posted or
28 distributed through mailboxes will have the date and the name of the individual posting, or the
29 organization publishing such materials. A copy of publications distributed through the mailboxes or
30 District e-mail and originating from the MACP and/or the Association office will be provided to the
31 Director of Human Resources and shared with the department supervisor or principal. The
32 communication processes herein set forth shall not be used to endorse political candidates, personal
33 issues, or exploit students or staff.

34
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36
37 **ARTICLE V**

38
39 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

40
41 **Section 5.1.**

42 It is agreed and understood that matters appropriate for consultation and negotiation between the District
43 and the Association are grievance procedures and negotiations on personnel matters, including wages,
44 hours, working conditions and benefits. Neither party shall be compelled to agree to a proposal or be
45 required to make a concession unless otherwise provided by law.

1 **Section 5.2.**

2 The Association President will, upon request, be advised of current information on staffing.

3
4 **Section 5.3.**

5 The District shall solicit suggestions from MACP prior to making any revisions to written job
6 descriptions.

7
8
9 **ARTICLE VI**

10
11 **ASSOCIATION REPRESENTATION**

12
13 **Section 6.1.**

14 The Association will designate a Labor/Management Committee of three (3) members of the bargaining
15 unit who will meet with the Superintendent and/or his/her designated representatives on a mutually
16 agreeable basis to discuss matters of mutual concern.

17
18 **Section 6.2.**

19 These meetings are not intended to bypass the grievance procedure or to negotiate items specified in
20 Article V, Section 5.1. Meetings will be held at least quarterly and at other times on a mutually
21 agreeable basis. Both parties shall submit an agenda for items they wish to discuss, except under
22 emergency conditions.

23
24 **Section 6.2.1.**

25 When mutually agreed, time off with pay during working hours will be allowed for the three (3)
26 bargaining unit representatives; provided, however, the District shall not incur overtime
27 obligations for these meetings.

28
29 **Section 6.3.**

30 Each party shall be responsible for taking and dispersing minutes of meetings, if they so desire.

31
32 **Section 6.4.**

33 The District shall be notified no less than two (2) days in advance when the bargaining unit
34 representative intends to attend these meetings.

35
36 **Section 6.5.**

37 It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit,
38 restrict, or reduce their rights or prerogatives as outlined elsewhere in this Contract.

39
40
41 **ARTICLE VII**

42
43 **HOURS OF WORK/WORKING SHIFTS**

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46 **Section 7.1. Work Week.**

47 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by
48 two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
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1 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
2 days of rest.

3
4 **Section 7.2. Shift and Work Week.**

5 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
6 changed without prior notice to the employee of two (2) calendar weeks, unless mutually agreed upon by
7 the employee and the supervisor or in cases of emergency. Such notice shall be in writing.

8
9 **Section 7.3. Shift Schedules.**

10 Each employee shall be assigned to a definite shift with designated times of beginning and ending. The
11 first shift is defined as any work shift beginning between 5:00 a.m. and 11:59 a.m. The second shift is
12 defined as any work shift beginning between 12:00 noon and 9:59 p.m. The third shift is defined as any
13 work shift beginning between 10:00 p.m. and 4:59 a.m.

14
15 **Section 7.3.1. Lunch Breaks and Rest Periods.**

16 All employees working over five (5) hours per day shall receive a minimum of thirty (30) minute
17 uninterrupted lunch period on employee's time, away from the employee's work station. All
18 employees working six (6) hours or more each work day will have a fifteen (15) minute first half
19 and a fifteen (15) minute second half rest period on employer's time. All employees shall be
20 given a fifteen (15) minute rest period for each three (3) hours of work.

21
22 **Section 7.3.2. Loss of Lunch Break.**

23 Employees required to work through their regular lunch period will be given time to eat at a time
24 agreed upon by the employee and supervisor. In the event the District requires an employee to
25 forego a lunch period and the employee works the entire shift including the lunch period the
26 employee shall be compensated for the foregone lunch period.

27
28 **Section 7.4. Working in Higher Classification.**

29 All employees temporarily assigned to work a shift regularly filled by a higher classification shall
30 receive compensation at the Step II level for that position on the first day of the reassignment.

31
32 **Section 7.4.1. Modification of Custodian Shifts for Training.**

33 Except in the event of an emergency or District required training, custodians who are temporarily
34 assigned to another shift will be scheduled at least ten (10) unpaid hours between the end of the
35 previous assigned shift and the beginning of the assigned shift. On the eve of District required
36 training, custodial schedules will be modified so that no employees are scheduled to work after
37 11:30 p.m.

38
39 **Section 7.5. Contract Years with 261 or More Work Days.**

40 During contract years where there are two hundred sixty-one (261) or more work days, employees who
41 work two hundred sixty (260) days per year shall take one (1) or more days off without pay to account
42 for the extra work days. The designated day(s) to be taken off shall be scheduled at the employee's
43 request with prior approval from the supervisor. This provision applies to those employees hired on or
44 before September 1 of that school year.

45
46 **Section 7.6. Notification of School Closure(s).**

47 Notification of District-wide school closure or individual school(s) closure(s) will be made using the
48 District's designated communication systems. It is the employee's obligation to check the area
49 television and radio stations and online resources for information and updates on school closures.

1
2 **Section 7.6.1. District Wide Schools Closure.**

3 In the event all District schools are closed due to inclement weather, power outage or some other
4 emergency, full year (two hundred sixty [260] day) employees are required to report to work
5 unless specifically notified to the contrary by their supervisor. In the event a full year employee
6 chooses not to report to work when all District schools are closed due to inclement weather
7 power outage or some other emergency, he/she may use a personal leave day, a vacation day, an
8 emergency leave day, or a day without pay. All other employees should not report to work in the
9 event that District schools are closed due to inclement weather, power outage or some other
10 emergency; provided, that if an employee does not receive timely notification due to his/her work
11 schedule that District schools are closed and reports to work, the employee shall receive a
12 minimum of two (2) hours of pay at base rate. The missed day will be added as an additional
13 workday to the end of the employee's regular work year.

14
15 **Section 7.6.2. Individual School(s) Closure(s).**

16 In the event that an individual school is closed due to inclement weather, power outage or some
17 other emergency, all building employees are required to report to work unless specifically
18 notified to the contrary by their building administrator or supervisor. In the event a building
19 employee chooses not to report to work when his or her individual school is closed due to
20 inclement weather, power outage or some other emergency, he/she may use a personal leave day,
21 an emergency leave day or a day without pay. Calendar adjustments shall not be permitted for
22 these absences. Depending on the reason(s) for the individual school closure, employees may be
23 reassigned to another worksite for all or part of the day.

24
25 **Section 7.7. Employee Compensation for Time Spent As Required by the Supervisor.**

26 Employees shall be compensated at the appropriate rates for all time spent as required by the Supervisor.
27 This shall include, but not be limited to, staff meetings, conferences, and required discussions with
28 supervisors. All employees shall receive at least twenty-four (24) hours notice of any staff meeting or
29 conference unless such is called under emergency conditions.

30
31 **Section 7.8. Overtime.**

32 Overtime assignments will be approved and distributed in accordance with the seniority provisions as
33 hereinafter provided within the school building unless continuous with the assigned work shift. If a
34 senior employee is erroneously bypassed by a more junior employee in the assignment of overtime, the
35 bypassed employee shall be compensated for the number of hours equal to the hours assigned for the lost
36 overtime opportunity at the employee's overtime wage. Seniority may be bypassed based on operational
37 necessity.

38
39 In the assignment of overtime, the District agrees to provide the employee with as much advance notice
40 as practicable in the circumstances. Normally, employees designated to work overtime on days outside
41 their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the
42 end of the last shift before the overtime commences, except in emergencies or unless extension of a job.

43
44 **Section 7.8.1. Custodial Services.**

45 When, in the judgment of the principal of the school or facility, or in the absence of the principal
46 the Executive Director of District Support Services, such activity will result in the disarray of
47 District property, the immediate supervisor shall provide for appropriate custodial services.
48

1 **Section 7.8.2. Employee Call Back.**

2 Employees called back on a regular workday or called on the sixth (6th) or seventh (7th)
3 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.
4

5 **Section 7.8.3.**

6 Employees called to work at a time noncontiguous with their regular working shift shall receive a
7 minimum of two (2) hours pay at the appropriate hourly rate.
8

9 **Section 7.8.4.**

10 Emergency telephone calls to staff that do not result in a call out during non-working hours shall
11 be compensated as a one (1) hour minimum. An emergency call in excess of sixty (60) minutes
12 shall be compensated as a two (2) hour minimum. To receive the one (1) or two (2) hour
13 minimum pay, the call must be answered, and the content of the call must require the employee
14 to perform work and not be merely informational in nature.
15

16 **Section 7.9. Shift Work Premiums.**

17 All employees working second and third shifts shall receive a three percent (3%) premium based upon
18 the appropriate day rate. All employees shall be paid an additional differential of sixty-five cents
19 (\$0.65) per hour for any hours required to work between 11:59 p.m. and 4:59 a.m.
20

21 **Section 7.10. Custodian Shifts During Scheduled Breaks.**

22 During the spring, summer, winter and mid-winter breaks, swing/graveyard custodians shall normally be
23 assigned a day shift. When a custodian is temporarily reassigned to a day schedule, the night premium
24 rate shall not apply. When, in the judgment of the school principal or the custodial supervisor (in the
25 absence of the principal), the District needs to preclude such reassignment to day shift, custodians may
26 be retained on the night schedule.
27

28 **Section 7.11.**

29 All required hours of employment over forty (40) hours per week, shall be compensated at the rate of
30 one and one-half (1½) times the employee's base pay (base hourly rate).
31

32 **Section 7.11.1.**

33 All required hours worked on the sixth (6th) day (including holidays) of an employee's regular
34 work week shall be compensated at the rate of one and one-half (1½) times the employee's base
35 pay (base hourly rate). All required hours worked on the seventh (7th) consecutive day
36 (including holidays) of an employee's regular work week shall be compensated at the rate of two
37 (2) times the employee's base pay (base hourly rate).
38
39
40

41 **ARTICLE VIII**

42 **TRANSPORTATION**

43
44
45 **Section 8.1. Transportation Shifts.**

46 Recognizing that personnel in the Transportation classification present special shift needs, the parties
47 agree that shifts shall be established in the classification in relation to routes and driving times requisite
48 to fulfilling tasks assigned by the Executive Director of District Support Services or designee.

1
2 Morning/afternoon runs (same route) shall be chosen by seniority. Midday runs shall be separate and
3 chosen by seniority. Mid-year vacancies (open runs) shall be posted in-house for three (3) days, with the
4 senior drivers bidding the runs to be assigned. Assignment of midday runs, where the assigned driver is
5 on approved leave, shall be by seniority, following a three (3) day waiting period. Assignment of
6 midday runs will continue until the driver on leave returns.

7
8 If during the term of this Agreement, the District adopts student schedules that alter the traditional
9 configuration of runs, the parties agree to reopen this Section for negotiations at the District's request.

10
11 **Section 8.2. Pay Per Assignment.**

12 Bus drivers on regular bus schedules shall be given two and one-quarter (2¼) hours minimum pay per
13 assignment, provided it does not apply to Monday through Friday field trips.

14
15 If a driver is given an additional assignment that falls wholly within the two and one-quarter (2¼) hour
16 minimum and refuses such assignment, the driver shall then be paid only for time actually worked.
17 Should there be forty-five (45) minutes or less between driving assignments, the base hourly rate shall
18 continue uninterrupted. There will be a four (4) hour minimum pay for field trips on non-school days.

19
20 Should there be more than forty-five (45) minutes between assignments, the base hourly rate may
21 continue for a second two and one-quarter (2¼) hour minimum may start, whichever is less; however,
22 drivers shall not receive less than the actual hours worked.

23
24 Interruptions within a two and one-quarter (2¼) hour minimum shall not be construed to cause an
25 additional assignment.

26
27 Should the District change the starting and ending times of the student day, the District and MACP agree
28 to reopen this Section for negotiations at the District's request.

29
30 **Section 8.2.1. New Routes.**

31 New routes that develop during the year will be posted for bid within two (2) weeks of the start
32 of the route.

33
34 **Section 8.3. Chartered Transportation.**

35 Transportation requiring a bus, as determined by the Director of Transportation or designee, will be
36 driven by an employee in the Transportation classification. Up to eighteen (18) extra trips per school
37 year may be chartered. The transportation of students shall be in compliance with applicable law, statute
38 and regulations.

39
40 **Section 8.3.1.**

41 The District may charter in excess of eighteen (18) trips when the trip was previously scheduled
42 and the District has no available buses.

43
44 **Section 8.4. Field Trips.**

45 Field trips will normally be posted at least twenty-four (24) hours prior to the time of trip assignment.
46 Whenever possible, overnight field trips will be posted three (3) days prior to the departure of the trip
47 and assigned at 12:30 p.m. on the day before the trip, along with the rest of that day's trips. On
48

1 designated Learning Improvement Time (L.I.T.) days, trips will be assigned at 11:30 a.m. to
2 accommodate early release schedules.

3
4 **Section 8.4.1. Field Trip Rotation.**

5 Field trips shall be selected on a rotating seniority basis by the employee. The driver shall drive
6 any portion of their regular route that the field trip timing allows.

7
8 **Section 8.4.2. Winter Driving Qualified Rotation.**

9 Field trips which require driving over a highway pass during the period of time in which studs
10 are allowed on passenger car tires or inclement weather has been forecasted shall be awarded by
11 seniority to drivers from a separate winter driving qualified rotation list. The District shall offer
12 annual, voluntary winter driving training which will certify employees to be on this list.

13
14 **Section 8.4.3. Trip Board Eligibility.**

15 Interested drivers must sign their own names on the trip boards prior to 12:30 p.m. of the
16 preceding day to be eligible. Prior to 11:30 on LIT.

17
18 **Section 8.4.4. Trip Preference.**

19 Eligible drivers who sign for two (2) or more field trips must indicate their order of preference
20 for such trips.

21
22 **Section 8.4.5. Split Field Trip.**

23 If it becomes necessary to split a field trip after it is posted because of a shortage of drivers,
24 buses, or other unforeseen circumstances, the trip may be split between eligible senior drivers
25 who have signed for the trip.

26
27 **Section 8.4.6. Field Trip Declination.**

28 If a driver declines a field trip after being awarded such for reasons other than personal illness or
29 emergency, the driver will forfeit all seniority rights on future extra trips for a period of five (5)
30 workdays.

31
32 If a driver declines to take a field trip after it has been assigned, the next driver eligible who has
33 signed the Trip Board will be assigned the trip. In cases where time does not permit contacting
34 the next eligible driver, the trip will be assigned in the most equitable and expedient way
35 possible. Trips with less than twenty-four (24) hours' notice will be offered on a rotating
36 seniority basis but will not affect the seniority picking of field trips for the next day.

37
38 **Section 8.5. Trip Board Information.**

39 The trip boards will provide information such as date, destination, starting time and approximate ending
40 time. The approximate time will be to serve as a guide for drivers interested in signing up for the trip.

41
42 **Section 8.5.1. Trip Time Revision.**

43 If the trip time is revised materially after the trip is assigned, the driver will have the option of
44 declining the trip at the time of notification of the change with no penalty.

1 **Section 8.5.2. Trip Board Location.**

2 The trip board will be available for inspection in the drivers lounge area. Such sheets (copy) will
3 indicate which driver was assigned the trip and shall be posted from 4:00 p.m. on the day the
4 extra trip(s) are assigned until 10:00 a.m. the following day.

5
6 **Section 8.5.3. Overnight Trip Computation.**

7 Overnight trips shall be computed at eight (8) hours per day, or actual driving time, whichever is
8 greater.

- 9 ○ Leaving 12:00 p.m. or After 1/2 Day
- 10 ○ Leaving Prior to 12:00 p.m. Full Day
- 11 ○ Returning Prior to 12:00 p.m. 1/2 Day
- 12 ○ Returning 12:00 p.m. or After Full Day

13
14 Drivers will be provided with the District per diem for overnight trips.

15
16 **Section 8.5.4. Trip Seniority Bypass.**

17 If senior driver is erroneously bypassed by a more junior driver in the assignment of a trip, the
18 bypassed driver shall be compensated for the number of hours equal to the hours posted in the
19 lost trip opportunity at the employee's regular hourly wage without the assignment of fill time.

20
21 **Section 8.5.5. Trip Cancellation.**

22 If a weekday trip is canceled after being awarded to a driver, and the driver loses the opportunity
23 to earn additional compensation beyond the regular contracted hours, the driver will receive
24 compensation up to a maximum of two (2) hours as a cancellation fee. If a non-school day trip is
25 canceled after being awarded to the driver, the assigned driver will receive four (4) hours of
26 regular rate compensation as a cancellation fee.

27
28 **Section 8.5.6. Extra Work Declination.**

29 If a driver declines extra work (Mid-Day, Extended Day, PKC) after being awarded such for
30 reasons other than personal illness or emergency, the driver will forfeit all seniority rights to
31 future extra work for a period of five (5) workdays.

32
33 **Section 8.6. Hearing Impairment Training.**

34 Drivers who transport hearing impaired students will receive training for emergency communications
35 with said students.

36
37 **Section 8.7. Transfer of Assignments.**

38 Transfer assignments to any temporary AM/PM routes will not be made until completion of the first four
39 (4) weeks of the school year.

40
41 **Section 8.7.1. Route Assignment Bids.**

42 Only eligible permanent drivers shall bid on route assignments at the beginning of each school
43 year. For purposes of this provision "eligible permanent driver" includes all bus drivers
44 employed by the District with the exception of permanent drivers unavailable to start the first day
45 of school due to an extended District approved leave or L&I authorized absence of longer than
46 eight (8) weeks or reasonably anticipated to be longer than eight (8) weeks based on the nature of
47 the leave. If an employee on an approved leave of absence or L&I authorized absence bids a
48 route but does not return to work within an eight (8) week period, the route will be reposted and

1 available for bid on a seniority basis. This provision applies only to the bidding of routes and
2 does not impact the employee's right to return to work as a driver, at their previously contracted
3 number of hours or the right of the employee to bid on available routes when they return to work.
4

5 **Section 8.7.2. Maximum Contracted Hours.**

6 In the event a contracted driver signs up for a permanent, temporary, or daily route that will
7 result in the driver's weekly hours, not to include Field Trips, to exceed forty (40) hours on an
8 assigned route, the assignment will be awarded to the most senior contracted driver whose
9 weekly hours would remain at forty (40) hours or less. In the event no contracted driver would
10 remain under forty (40) hours, the route will be assigned to the contracted driver whose hours
11 would result in the least amount of overtime. The calculation for eligibility of daily extra
12 assignments (*not field trips) will be the total of all hours worked so far in the week, remaining
13 weekly contracted hours, assigned temporary hours and hours for the extra assignment being bid
14 on. Calculations will not include field trip hours that are in excess of daily contracted hours.

15 *Calculation of hours will not pertain to assigning field trips.
16

17 **Section 8.8. Temporary High School Routes.**

18 Temporary High School routes will be considered a separate route from Middle School and Elementary
19 School AM/PM routes. A temporary High School route is considered AM/PM and cannot be split.
20

21 **Section 8.8.1. Temporary Mid-Day and/or Turn-Out Routes.**

22 Drivers who are already assigned permanent mid-day and/or turn-out routes shall not be eligible
23 for transfer to "temporary" mid-day and turn-out routes absent mitigating circumstances.

24 Mitigating circumstances is defined as: Emergency coverage or where no regular driver
25 wants/fits the timeline and area of coverage.
26

27 **Section 8.9. Driver/Trainer Premiums.**

28 Transportation Driver/Trainer Premiums. Bus Drivers with valid Driver/Training credentials who are
29 selected to be Driver/Trainers shall be compensated at two dollars (\$2) per hour above their regular rate
30 while performing assigned duties that are approved as directly relating to training. Selection of
31 Driver/Trainer staff will be at the discretion of the District.
32

33 **Section 8.10. Video Camera/Global Positioning (GPS) Technology.**

34 The primary reasons the District has chosen to use video cameras on school buses is to improve student
35 behavior, minimize damage to the buses and overall provide a safer pupil transportation program. It
36 should be noted that while a driver's action as heard or seen on the video may be a part of determining
37 why a student(s) action(s) occurred, the video is not a replacement for the normal driver evaluation
38 procedure. The transportation director or designee will notify a driver within a reasonable time if video
39 is watched due to a concern or complaint within the driver's responsibility. Drivers will be encouraged
40 to use video(s) as a tool of self-evaluation and improvement. Installation of global positioning satellite
41 (GPS) technology on District vehicles that enables tracking of information about the vehicles (including
42 their location and speed) offers a tool to provide for the safety of students and employees, efficient
43 operation of vehicles, the security of District property, and cost savings for the public. It is recognized
44 that the District in its discretion may install, monitor, and record data from GPS devices on District
45 vehicles used by members of the Association. The District will maintain a list of those vehicles
46 equipped with GPS technology and make such a list available to the Association upon request.
47
48

1 The primary purpose of these devices is to increase vehicle performance and efficiency. However, it is
2 understood that data collected from GPS devices are subject to disclosure as public records and as such
3 may be viewed by anyone at any time, unless a specific exemption applies to the information contained
4 in the record. Further, data from GPS devices may be used for all lawful purposes, including but not
5 limited to, increasing efficiency through review of vehicle performance and driver behavior data, or as
6 evidence in cases involving safety concerns or employee discipline. Any time GPS data will be used to
7 support employee disciplinary action, the data will be made available for review by the employee and
8 Association within a reasonable time of any request for such information.
9
10

11 ARTICLE IX

12 LEAVES

13 Section 9.1. Sick Leave.

14 Each employee shall accumulate sick leave to the legal limit at the following rate: One (1) day per
15 working month; provided, however, no employee shall receive less than ten (10) days for each school
16 year worked. Beginning in the 2024-2025 contract year, sick leave shall be front loaded at the beginning
17 of each school year. Sick leave shall be vested when earned and may be accumulated. Sick leave
18 benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work
19 shift; provided, however, that should an employee's normal daily work shift increase or decrease
20 subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with
21 the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits
22 will be expended on an hourly rather than a daily basis. In the event an employee separates before the
23 end of the contract year, sick leave will be pro-rated on a monthly basis.
24
25
26
27

28 Section 9.1.1. Sick Leave Use.

29 Employees may use accrued sick leave to care for themselves or a family member for the
30 following reasons: mental or physical illness, injury, or health condition; to accommodate the
31 employee's/family members' need for medical diagnosis, care, or treatment of a mental or
32 physical illness, injury, or health condition; or, for an employee's/family member's need for
33 preventative medical care; or for other purposes authorized by and in accordance with State law.
34

35 For purposes of this Section, a family member shall be defined as a child including a biological,
36 adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a
37 legal guardian or is a de facto parent, regardless of age or dependency status; a parent, including
38 a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or
39 the employee's spouse or registered domestic partner, or a person who stood in loco parentis
40 when the employee was a minor child, a spouse, registered domestic partner, grandparent,
41 grandchild or a sibling, or in accordance with RCW 49.46.210.
42

43 Employees may use sick leave for absences that qualify under Section 9.10, Domestic Violence
44 Leave.
45

46 The District may require a signed statement from a licensed medical practitioner to verify the
47 need for treatment, care, or supervision for any absence of five (5) days or more. In the event of a
48 pattern of unusual or excessive absences, the District may request medical verification for the

1 absences. Improper use of sick leave may result in discipline as provided in Article XI, Section
2 11.1. Absences that are a result of a medical condition(s) that are confirmed in writing by a
3 treating physician will be considered by the District on a case-by-case basis before the District
4 imposes any employee discipline for excessive absenteeism.

5
6 **Section 9.1.2. Sick Leave Attendance Incentive Program.**

7 In January of the year following any year in which a minimum of sixty (60) days of leave for
8 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
9 option to receive remuneration for unused leave for illness or injury accumulated in the previous
10 year at a rate equal to one (1) day's monetary compensation of the employee's daily shift rate of
11 pay for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days.

12
13 Leave for illness or injury for which compensation has been received shall be deducted from
14 accrued leave for illness or injury at the rate of four (4) days for every one (1) day of monetary
15 compensation.

16
17 **Section 9.1.3.**

18 At the time of separation from school district employment due to retirement or death, an eligible
19 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day of
20 current monetary compensation of the employee's daily shift rate of pay for each four (4) full
21 days accrued leave for illness or injury.

22
23 **Section 9.1.4.**

24 Employees who have accrued sick leave while employed by another public school district in the
25 State of Washington, to the extent provided by law, shall be given credit for such accrued sick
26 leave upon employment by the District.

27
28 **Section 9.2. Bereavement Leave.**

29 Up to five (5) days leave with pay will be granted in the event of each death in the immediate family
30 and/or member of household. For this purpose, the immediate family is defined to include: mother,
31 father, guardian, brother, sister, half-brother, half-sister, husband, wife, domestic partner, son, daughter,
32 son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild and
33 grandparent, and up to two (2) days for funerals of other relatives (aunt, uncle, niece, nephew, first
34 cousin). Familial relationships of a domestic partner shall be equal to those of husband/wife.

35
36 In connection with the foregoing, included within each category will be kinship based on step lineage
37 and based on legally designated foster relations who are within the immediate family. Such leave is not
38 cumulative. Any leave taken from this Section shall not be deducted from sick leave.

39
40 Any additional bereavement leave other than that provided above must be submitted to the Human
41 Resources Office for consideration.

42
43 **Section 9.3. Emergency Leave.**

44 Each employee shall be entitled to use up to two (2) days of accumulated sick leave with pay per
45 contract year for emergencies. Sick leave hours must be available and such leave, if used, shall be
46 deducted from accumulated sick leave. A written explanation is required on the absence report form.
47 Any leave under this Section is noncumulative.

1 Emergency leave shall be granted as defined in the following:

- 2 A. The problem must have been suddenly precipitated or must be of such a nature that
- 3 preplanning could not relieve the necessity for the absence.
- 4 B. The problem must be one of major importance and not a mere convenience.

5
6 It is not the intent of this emergency leave provision to provide or expand upon or add to vacations, non-
7 school days, or other types of leaves because of transportation problems.

8
9 **Section 9.4. Personal Leave.**

10 Leave with pay, contingent upon prior approval by the District, may be taken for three (3) days not
11 deductible from sick leave. For those employees hired after September 1 or who terminate before the
12 end of their work year, the number of personal leave days for that year shall be prorated based on the
13 percentage of the employee's work year actually completed. These days may be taken during the work
14 year for personal affairs. The employee shall not be required to state the reasons for the leave beyond
15 the term "personal". Such leave shall not be used to extend any holiday, vacation, or other leave, except
16 as authorized by the department supervisor or, in the case of clerical staff, by the principal. Such leave
17 is contingent on available coverage and must be made at least seventy-two (72) hours in advance. The
18 personal leave days may be used in increments of one half (1/2) or one (1) full day of the employees'
19 daily contracted hours.

20
21 However, school accounting technicians, school office and administrative assistants may utilize such
22 leave in one quarter (1/4) day increments on days of early student or student waiver days. Drivers may
23 utilize such leave in increments equivalent to a run/runs.

24
25 At the end of a school year, unused personal leave will accumulate automatically to a maximum of three
26 (3) unused personal days. Accumulated personal leave in excess of three (3) days per year will be
27 automatically cashed out at the end of every year at the employee's daily shift rate of pay. Only three (3)
28 personal leave days may be used consecutively unless approval is received by the Director of Human
29 Resources.

30
31 The employee will be notified of approval or denial of personal leave as soon as reasonably possible, but
32 in no event later than two (2) working days from receipt of the request by the District.

33
34 **Section 9.5. Maternity Leave.**

35 A maternity leave shall be granted to an employee upon request. The District may request confirmation
36 by the attending physician. The employee may select one (1) of the following options:

- 37
- 38 1. Use her accumulated sick leave to cover the temporary disability caused by pregnancy,
- 39 miscarriage, abortion, childbirth, and recovery therefrom.
- 40 2. Request a maternity leave, without pay, for a period of up to twelve (12) months.

41
42 The official date of maternity leave shall begin on the workday after the employee leaves the job. The
43 employee shall request in writing a leave under this Section at least thirty (30) calendar days in advance
44 of the date the leave is anticipated except in cases of emergency. Such written requests shall indicate the
45 approximate date she expects to return to work. An employee on leave shall give the District two (2)
46 weeks advance notice before returning to work. At the time of request for maternity leave, the employee
47 shall indicate whether she desires to return to her current position. Employment shall be guaranteed
48 upon return from maternity leave to the former position if such has been requested under this Section. If

1 return to said position has not been requested, reassignment will be made to an equivalent position with
2 at least equivalent compensation.

3
4 **Section 9.6. Judicial Leave.**

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

9
10 **Section 9.7. Family Medical Leave.**

11 Pursuant to the provisions of the Family and Medical Leave Act of 1993, the Mukilteo School District
12 shall provide appropriate family and medical leave for eligible employees. The current twelve (12)
13 weeks of guaranteed unpaid leave provided by the Federal Family and Medical Leave Act of 1993
14 (including Washington State Family and Medical Leave) shall be considered to run concurrently with
15 any leave provided in this Agreement that fits the reasons for taking leave under said law.

16
17 **Section 9.8. Leave of Absence.**

18
19 **Section 9.8.1.**

20 Upon recommendation of the immediate supervisor through administrative channels to the
21 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
22 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
23 granted due to extended illness, one (1) additional year may be granted. Request for leave of
24 absence is to be made in writing.

25
26 **Section 9.8.1.1.**

27 Leaves of absence shall be taken for the stated purpose and shall be subject to District
28 verification.

29
30 **Section 9.8.2.**

31 With the exception of extended leave for personal illness and education leave for which the
32 employee shall be guaranteed the right of return to his/her position for up to one (1) year, the
33 District will guarantee the right of return to the previously held position up to six (6) weeks in
34 duration. For leaves, with the exceptions as noted above, for six (6) weeks or longer, the
35 returning employee will not necessarily be assigned to the identical position occupied before the
36 leave of absence. However, provided a vacancy exists for which the employee is qualified, the
37 employee shall be reinstated to a position equivalent in duties and salary to that held at the time
38 the request for leave of absence was approved.

39
40 **Section 9.8.3.**

41 Upon returning from a leave of absence of more than five (5) days, the employee's seniority shall
42 be adjusted by removing the leave of absence time from total service time. Should the District
43 determine to fill the position vacated by the employee on leave, the leave replacement employee
44 shall be subject to the terms of this Contract.

45
46 **Section 9.8.4.**

47 The employee will retain accrued sick leave, vested vacation rights, and seniority while on leave
48

1 of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
2 employee is on leave of absence; provided, however, that if such leave is approved for extended
3 illness or injury, seniority shall accrue.
4

5 **Section 9.8.5.**

6 All terms of return to work shall be agreed upon by the employee and the District, prior to the
7 leave of absence being granted and such agreement shall be consistent with this Agreement.
8

9 **Section 9.9. Adoption Leave.**

10 Upon written application to the Superintendent or designee, adoption leave without pay may be granted
11 for up to one (1) year to an employee for the care of a newly adopted child. If such adoption leave is
12 granted, the employee shall notify the Superintendent and his/her immediate supervisor as soon as
13 possible of his/her intention to take adoption leave and the planned time for commencement of that
14 leave. All conditions pertaining to the return to duties shall be those described in Sections 9.7.2, 9.7.3,
15 9.7.4 and 9.7.5.
16

17 **Section 9.10. Military Family Leave.**

18 The District shall comply with the Military Family Leave Act as set forth in RCW 49.77.010 et. seq., by
19 providing for a total of fifteen (15) days of leave per deployment for an employee when a military
20 spouse has been notified of an impending call to active duty and before actual deployment, or when the
21 spouse is on leave from deployment. Such leave shall be with or without pay at the discretion of the
22 employee. If with pay, leave shall be deducted from the employee's Illness, Injury, or Emergency
23 Leave. Contact the Director of Human Resources for specific verification and notice requirements.
24 Military Reserve or National Guard active training duty shall be scheduled during authorized vacation
25 periods, if possible, to prevent conflict with the employee's contractual or work obligation to the District,
26 and in accordance with the following:
27

- 28 A. The employee shall notify the District at least thirty (30) days prior to the beginning date of
29 their training duty leave. A copy of orders from the military, whenever received, shall be
30 submitted to the Office of Human Resources for the audit review.
31 B. Absence for active training duty shall not exceed fifteen (15) days per calendar year.
32 C. The employee shall experience no loss of pay or benefits for the authorized fifteen (15)
33 days.
34

35 If an employee is called to active duty such as in the event of a particular national emergency, military
36 leave without pay shall be granted for the duration of the active duty. Employment shall be guaranteed
37 upon return from leave and shall be to the employee's former position unless agreed otherwise. Such
38 position is subject to the transfer and reduction in force consistent with this Agreement.
39

40 **Section 9.11. Domestic Violence Leave.**

41 The District shall comply with the Domestic Violence Leave Act as set forth in RCW 49.76.010 et. seq.,
42 by allowing an employee reasonable leave from work, intermittent leave, or leave on a reduced schedule
43 when the employee or an employee's family member is a victim of domestic violence, sexual assault, or
44 stalking. Such leave provides the employee an opportunity to stay away from the abuser and/or
45 participate in legal proceedings, medical treatment, or other necessary services. Such leave shall be with
46 or without pay at the discretion of the employee. If with pay, leave shall be deducted from the
47 employee's Sick Leave or Emergency Leave. Contact the Director of Human Resources for specific
48 verification and notice requirements.

1
2 **Section 9.12. Religious Leave.**

3 Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or
4 an organized activity conducted under the auspices of a religious denomination, church, or religious
5 organization, in accordance with RCW 1.16.050. An employee requesting to take leave for religious
6 purposes must submit written notification to the Director of Human Resources for review at least five (5)
7 workdays in advance of the requested leave,
8

9 **Section 9.13. Leave without Pay.**

10 Upon reasonable notice and written request to the Director of Human Resources, an employee may be
11 granted a leave of absence without pay for no more than five (5) days for matters not within the scope of
12 other leave provisions herein, Such leave is contingent upon the District's ability to arrange for a
13 substitute, if applicable. This leave may not be used (a) the first or last week of the student school year
14 or (b) consecutive to a holiday, vacation or other leave of absence.
15

16 **Section 9.14. Leave Sharing.**

17 Employees may donate sick leave/annual leave to a fellow employee within the MACP bargaining unit
18 who is suffering from or has a relative suffering from an extraordinary or severe illness, impairment, or
19 physical or mental condition which has caused or is likely to cause the employee to take leave without
20 pay or terminate his or her employment. An employee shall be eligible to receive shared leave under the
21 following conditions:
22

- 23 1. The employee's job is one in which sick leave can be used and accrued.
- 24 2. The employee is not eligible for time loss compensation, September 1 through August 31.
- 25 3. The employee has abided by the District policies regarding the use of sick leave.
- 26 4. The employee is not required to deplete all of the employee's leave and can maintain up to forty
27 (40) hours of the applicable leave types in reserve.
- 28 5. The condition has caused, or is likely to cause, the employee to go on leave without pay or
29 terminate District employment.
- 30 6. The employee has completed the proper application process and attached a physician's statement
31 regarding his/her condition. The application must then be approved by the Deputy
32 Superintendent or designee.
- 33 7. An employee shall no longer be eligible to receive shared leave as of the date the Long Term
34 Disability (LTD) carrier notifies the District that the employee's waiting period has been met and
35 the LTD benefits have become payable.
36

37 Any employee may donate sick leave to specific individuals using the following criteria:
38

- 39 1. The employee must have accrued more than one hundred seventy-six (176) hours of sick leave.
- 40 2. Employees may not donate an amount of sick leave that will result in his or her sick leave
41 account going below one hundred and seventy-six (176) hours.
- 42 3. All donated sick leave must be given voluntarily.
- 43 4. Donations are to be made on an hour-for-hour basis.
- 44 5. Employees may donate more than one (1) time per year (no limit).
45

46 A full year (two hundred sixty [260]) day employee may donate annual leave (vacation) to specific
47 individuals using the following criteria:
48

1. The employee may donate any amount of annual leave provided the donation does not cause the employee's annual leave balance to fall below eighty (80) hours.
2. Employees may not donate excess annual leave that the donor would not be able to take because of an approaching date after which the annual leave cannot be used.
3. All donated annual leave must be given voluntarily.
4. Donations are to be made on an hour-for-hour basis.

ARTICLE X

HOLIDAYS AND VACATIONS

Section 10.1. Holidays.

Full year (two hundred sixty [260] day) employees shall receive the following paid holidays. If they do not work to the end of the school term, they shall be entitled to vested holiday pay.

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. President's Day | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Day before Christmas |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. Day before New Year's |
| 7. Labor Day | |

Section 10.1.1. Worked Holidays.

Full year (260 day) employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus two (2) times their base rate for all hours worked on such holidays.

Section 10.1.2.

When a holiday falls on a Saturday or Sunday, the holiday will be designated according to the District calendar.

Section 10.1.3. 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 10.2. Vacations.

Twelve (12) month employees shall receive vacation days according to the following schedule. If they do not work to the end of the school term, they shall be entitled to vested vacation pay.

1 st -5 th Years	-	12 Days
6 th Year	-	13 Days
7 th Year	-	14 Days
8 th Year	-	15 Days
9 th Year	-	16 Days
10 th Year	-	17 Days



1	11 th Year	-	18 Days
2	12 th Year	-	19 Days
3	13 th Year	-	20 Days
4	14 th Year	-	21 Days
5	15 th Year	-	22 Days
6	18 th Year	-	24 Days
7	20 th Year	-	25 Days

8
9 **Section 10.2.1.**

10 The District shall attempt to honor employee vacation schedule requests as long as such requests
11 do not interfere with the District work schedules. Up to five (5) vacation days may be carried
12 over for a period of one (1) year.

13
14 **Section 10.2.2.**

15 Vacation days shall be calculated as of September 1 each year. Employees working less than one
16 (1) year shall have their vacation days prorated.

17
18 **Section 10.3.**

19 Non-annual employees shall receive holiday and vacation pay based on: (a) + 9% Step 1A (yr.1); (b) +
20 10% Step 2B (yrs.2-5); (c) + 11% Step 2C (yrs. 6-10); (d) + 13% Step 3D (yrs. 11+) of their base hourly
21 rate for all hours worked.

22
23 **Section 10.3.1.**

24 All employees working less than a full year (two hundred sixty [260] days) shall receive their
25 base pay, holiday, and vacation pay in twelve (12) equal payments.

26
27
28 **ARTICLE XI**

29 **EMPLOYMENT, PROBATION, SENIORITY AND LAYOFF PROCEDURES**

30
31
32 **Section 11.1. Hire Date.**

33 The hire date of an employee within the bargaining unit shall be established as of the date on which the
34 employee began continuous daily employment within said bargaining unit.
35

36
37 **Section 11.2. Probationary Period.**

38 Each new hire shall remain on probationary status for a period of not more than sixty (60) days of
39 regularly scheduled work. For those individuals in the custodial classification in a school building, this
40 Section shall be interpreted to mean sixty (60) days of work during the student calendar year(s). During
41 this probationary period, the District may discharge such an employee at its discretion. Upon approval
42 from the Director of Human Resources, the probationary period may be extended for an additional thirty
43 (30) days. The Association shall be notified of all probationary extensions.

44
45 **Section 11.3. Seniority Defined.**

46 Seniority is defined as the date upon which an employee begins regular employment within a general job
47 classification.
48



1 **Section 11.4. Loss of Seniority Rights.**

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

- 3 A. Resignation
- 4 B. Discharge
- 5 C. Retirement
- 6 D. Change in general job classification within the bargaining unit, except as provided
- 7 in Section 10.8.

8
9 **Section 11.5. Seniority Rights.**

10 Seniority rights shall not be lost for the following reasons:

- 11 A. Time lost by reasons covered by industrial insurance.
- 12 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 13 United States.
- 14 C. Time spent on authorized leave or per Article IX, except as modified therein.
- 15 D. Time spent in layoff status as hereinafter provided.

16
17 **Section 11.6.**

18 In the event that two (2) or more employees begin continuous regular employment within a general job
19 classification on the same day, seniority shall be determined by a lot draw conducted by the MACP
20 President and Director of Human Resources.

21
22 **Section 11.7.**

23 The employee with the earliest seniority date within a general job classification within the facility/site
24 where the employee is assigned will have preferential rights regarding:

- 25 A. Shift selection, except where the effect is to fill either a vacancy created by the departure of
- 26 an employee in the same general job classification, or the establishment of a new position.
- 27 Such vacancies or new positions shall be filled in accordance with Section 10.9.
- 28 B. Overtime.
- 29 C. Vacations.

30
31 **Section 11.8.**

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

35
36 **Section 11.9. Job Opening and Vacancies.**

37 The District shall publicize within the bargaining unit for a minimum of five (5) working days the
38 availability of newly created positions or vacant positions. Vacant positions shall be posted within
39 fifteen (15) days from the date of the vacancy if the District intends to fill the position. School year
40 positions (200 days or less) that become vacant after May 1 will be posted no later than August 1 for the
41 next school year. All bargaining unit vacancies and new position listings will be posted on the District's
42 website. The Association shall be informed when each position is filled.

43
44 Employees who desire consideration for the posted position shall notify the Human Resources Office
45 within the posting period. Employees applying for openings shall be notified as to their acceptance or
46 rejection. An employee shall be given the reason for rejection within ten (10) days of the employee's
47 request.

1 Employees filling new positions shall serve another probationary period of fifty (50) days of regularly
2 scheduled work; provided, however, in the event the employer determines not to retain the employee in
3 the position, such employee shall have the right to return to the former position or if filled, to one of a
4 substantially similar nature if available, or to a substitute position until a similar position becomes
5 available, provided that such employee will receive equivalent pay and benefits of the previous position.
6 When a similar position becomes available, such an employee will be placed in that position without
7 posting procedures. At the request of the employer, this provision may be extended by mutual
8 agreement of the District and the MACP.

9
10 Employees filling new positions shall be required to work in the position at least one hundred (100)
11 workdays before becoming eligible for a subsequent lateral transfer. Employees, however, remain
12 eligible for a promotion.

- 13
14 A. *Promotions.* In cases involving promotion to an open position within an employee's general
15 job classification, the selection decision shall be made on the basis of applicant qualifications,
16 skills and abilities to perform the job. In instances where qualifications, skills, and abilities
17 of employees and outside applicants are determined equal, seniority shall prevail.
18
19 B. *Lateral Transfers.* In cases involving lateral transfer within position title to a different
20 building, skill testing will not be required. A lateral transfer is defined as transfer by specific
21 position title within the District, e.g., Administrative Assistant I to Administrative Assistant I,
22 Office Assistant II to Office Assistant II, Custodian III to Custodian III, etc. In instances
23 where qualifications, skills and abilities of employees and outside applicants are determined
24 equal, seniority shall prevail. Disputes arising from application of this paragraph (lateral
25 transfer) will be resolved in accordance with the grievance procedure, Article XV.
26
27 C. *District Initiated Transfers.* An employee may request an explanation from the District, in
28 writing, setting forth the reasons for the transfer. The District is not obligated, by any
29 provision of this Agreement, to provide an explanation to the employee.

30
31 **Section 11.9.1.**

32 In the event a senior employee is bypassed for a promotion, the bypassed senior employee(s)
33 may contact the Director of Human Resources for a meeting to discuss the specific reasons for
34 the bypass. If the bypassed senior employee(s) wishes to have the determination of the bypass
35 reviewed by a selection review committee, the employee shall submit in writing to the Human
36 Resources Office a request for a review within five (5) working days of receipt of bypass. The
37 Human Resources Office shall notify the Association that it has received a request for a review.

38
39 **Section 11.9.1.1.**

40 Upon receipt of a request for review, the District shall within five (5) working days submit
41 four (4) names to the Association as its candidates for membership on the selection review
42 committee. The Association shall likewise within five (5) working days submit the four (4)
43 names of its candidates to the Human Resources Office. The District shall select two (2)
44 names from the Association's list, and the Association shall select two (2) names from the
45 District's list within three (3) working days from receipt of the other's list. No candidate
46 shall have been involved with the original selection and determination to bypass;
47 Association candidates shall be representatives of the position within the classification
48 involved.

1
2 **Section 11.9.1.2.**

3 The two (2) selected Association candidates and the two (2) selected District candidates
4 shall be the Selection Review Committee. The Committee may conduct its business at
5 the District's option during non-working hours and shall have the following
6 responsibilities:

- 7
8 1. It is to conduct a review of the selection and determination to bypass.
9 2. It has the authority to:
10 a. Interview the bypassed employee.
11 b. Interview the selected individual.
12 c. Interview the hiring official (including any committee used by the
13 hiring official).
14 d. Review the personnel and applicant files of the bypassed employee and
15 successful applicant.
16 3. The fact-finding committee shall maintain confidentiality of information
17 contained in personnel files.
18 4. Upon completion of its fact-finding review, the Selection Review Committee
19 is to answer only the following question with a "yes" or a "no". Was the
20 bypass of the senior employee justified?
21

22 The question can only be answered by a majority vote of the Committee. The decision
23 must be made within ten (10) working days from the formation date of the Committee.
24

25 **Section 11.9.1.3.**

26 The decision of the Selection Review Committee is not appealable beyond the committee.
27 There shall be no right to grieve seniority bypasses. The decision of the Selection Review
28 Committee shall be final and binding on the parties. Should the Selection Review
29 Committee reverse a District decision, the District will have ten (10) working days to
30 implement the Selection Review Committee decision.
31

32 **Section 11.10. Longevity.**

33 The longevity of an employee shall be determined from the employee's latest hire date as a regular
34 employee with the District except as provided in Section 11.10.1. and 11.10.2.
35

36 **Section 11.10.1.**

37 An employee who transferred to the District from another district in the State must notify the
38 District in writing that longevity credit is sought for years of service in another district. The
39 notification must provide verification from the other district of:
40

- 41 A. Previous position;
42 B. Date of service in the position, and;
43 C. Breaks in service, if any.
44

45 An employee who fails to provide the required written notification shall be deemed to have
46 waived any right to such retroactive longevity credit as might otherwise be available.
47
48

1 **Section 11.10.2.**

2 For an employee who transfers to the District and who furnishes the verification required by
3 Section 10.10.1., the District shall adjust the employee’s longevity to include years of
4 comparable service at another district in the State to the extent that the transferring employee
5 would have received service credit for such comparable service had the employee been employed
6 by the District. If the verification is received within thirty (30) calendar days of hire, the
7 adjustment will be made retroactive to the first day of employment. If the verification is received
8 after thirty (30) calendar days of hire, the adjustment will be made effective on the first day of
9 the next month.

10
11 **Section 11.11. Layoff Procedures.**

12 The term layoff shall mean termination from employment due to budgetary reductions.

- 13
14 A. The District shall determine the reductions necessary in any and all job classifications based
15 on job title within each school or department.
16 B. The most junior employee within a school or department with an impacted job title shall be
17 the employee identified for layoff. If the employee identified is not the most junior person in
18 the position’s job group on Schedule A (e.g., Administrative Assistant I), he/she shall be
19 assigned to replace the most junior person holding a position in the same job group. The
20 individual who is then bumped into layoff status pursuant to this section shall be placed on a
21 re-employment list maintained by the District pursuant to Sections 10.12-10.14.

22
23 For the purposes of this Section, Office Coordinators shall be included in the Administrative Assistant
24 III job group.

25
26 (For purposes of illustration: In the event an Administrative Assistant I in the Special Education Department
27 is eliminated, the most junior employee with that specific job title will be identified for layoff. If that
28 employee is not the most junior person in the entire Administrative Assistant I job group, he/she would be
29 placed in the position of the most junior Administrative Assistant I in the District. That bumped employee
30 would then go into layoff status).

31
32 In the event there are multiple employees to place in junior employee positions in the Office/Accounting
33 classification, the District will determine the placements based on the requirements of the positions and
34 qualifications of the employees. For all other classifications, in the event there are multiple employees
35 to place in junior employee positions, placement shall be made based on employee preference, in order
36 of seniority.

37
38 **Section 11.12.**

39 In the event of layoff, employees so affected will be placed on a re-employment list maintained by the
40 District, according to District seniority ranking. Such employees will have priority in filling an opening
41 in the classification held immediately prior to layoff. Names shall remain on the re-employment list for
42 two (2) years.

43
44 **Section 11.13.**

45 An employee on layoff status who rejects an offer of re-employment substantially equal to that held
46 prior to layoff, or does not comply with the preceding section, shall forfeit rights to re-employment as
47 provided in this Article.
48

1 **Section 11.14. Forfeiture to Right to Reemployment.**

2 An employee on layoff status shall forfeit their right to reemployment if the employee does not apply to
3 new or vacant position postings (prior to the closing date of the posting) within their last job group with
4 substantially equal hours to the position held by the employee immediately prior to layoff. An employee
5 on layoff status shall also forfeit their right to reemployment if the employee does not accept a position
6 within their previously held job group of substantially equal hours to the position held by the employee
7 immediately prior to layoff. Substantially equal means at least ninety percent (90%) of previous hours
8 worked. The District shall notify employees on the re-employment list how to locate job vacancies on
9 the District website.

10
11
12
13 **ARTICLE XII**

14
15 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

16
17 **Section 12.1.**

18 The District shall have the right to discipline or discharge an employee for justifiable cause. The District
19 agrees to follow a policy of progressive discipline which minimally includes:

- 20
21 1. Written warning;
22 2. Written reprimand;
23 3. Suspension (with or without pay);
24 4. Discharge.

25
26 Any disciplinary action taken against an employee shall comply with principals of progressive
27 discipline. Any disciplinary action shall be appropriate to the behavior which precipitates such action.
28 If the District has reason to counsel an employee about a conduct issue, it shall be done in a manner
29 which will not embarrass the employee before other employees or the public.

30
31
32
33 **ARTICLE XIII**

34
35 **GROUP INSURANCE**

36
37 **Section 13.1.**

38 The District agrees to provide the insurance plans, follow employee eligibility rules, remit employee
39 premium contributions, and provide funding for all bargaining unit members and their dependents as
40 determined by the School Employees' Benefits Board (SEBB) or the Washington Health Care Authority
41 (HCA).

42
43 **Section 13.2.**

44 The District shall pay for each employee's required health x-ray (up to \$50) and Food Handlers Permit
45 after the employee has been employed by the District a minimum of one (1) year.

46
47 **Section 13.3.**

48 The employer will provide all physicals required as a condition of employment through a designated
49 health care provider at no charge to the employee. If the employee utilizes the services of a different



1 health care provider for the required physical, the District will reimburse the employee upon presentation
2 of an original receipt for their out-of-pocket expenses not to exceed the cost incurred by the District for
3 its designated health care provider.

4
5 **Section 13.4.**

6 In determining whether an employee subject to this Contract is eligible for participation in the
7 Washington State Public Employee's Retirement System, the District shall report all hours worked,
8 whether straight time or overtime.

9
10 **Section 13.4.1.**

11 In the event an employee sustains a duty incurred injury and is temporarily disabled, earns no
12 compensation and is covered by Worker's Compensation or a similar workman's compensation
13 program, the employee is not earning retirement credit during this disability leave. In the event
14 the employee chooses to purchase this time/credit from DRS when they return to their regular
15 employment, the District will pay its portion of retirement when billed by DRS. The employee is
16 responsible for paying their portion to DRS.

17
18 **Section 13.5. Optional Benefits.**

19 Employees may participate in any SEBB offered optional benefit plans for which they are eligible and
20 will be able to utilize payroll deductions for any such optional plans or supplemental insurance that they
21 choose through SEBB.

22
23 **Section 13.6. Washington State Paid Family Medical Leave.**

24 The District agrees to pay the full payroll premium for the Washington State Paid Family and Medical
25 Leave law.

26
27
28 **ARTICLE XIV**

29
30 **VOCATIONAL TRAINING**

31
32 **Section 14.1.**

33 In the mutual interests of the District and District employees, the District shall cause funds to be
34 available which may be used for vocational improvement based on need, justification and the ability of
35 the District to finance, and discretion of the Board of Directors.

36
37 **Section 14.2.**

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

41
42 **Section 14.3.**

43 No training program initiated in the District shall cause a reduction in hours or personnel.

44
45 **Section 14.4.**

46 Attendance at regularly scheduled staff meetings is a condition of employment subject to Section 17.1 of
47 this Contract.

1 **Section 14.5.**

2 The District shall reimburse employees for the cost of renewing all licenses (excluding Washington State
3 Drivers Licenses) required to perform their work.
4

5 **Section 14.6.**

6 The District agrees to provide for employees in the general job classification of Secretarial/Bookkeeping
7 appropriate transitional training for each employee transferring from one job assignment to another
8 where the duties are substantially different. Newly hired employees in the general job classification
9 Office/Accounting will receive appropriate training. Training shall be coordinated through the Office of
10 the Director of Human Resources.
11

12 **Section 14.7. Voluntary Staff Development.**

13 Employees successfully completing a job-related training course of up to eight (8) hours approved by the
14 District shall receive a stipend of fifty dollars (\$50). The training course must have been sponsored by
15 the District or have received prior approval by the District. The maximum number of professional credit
16 stipends per year is three (3). The employees shall be responsible for insuring that the District receives
17 proper documentation verifying the necessary hours have been completed prior to receiving
18 compensation.
19
20
21

22 **ARTICLE XV**

23 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
24
25

26 **Section 15.1. Membership.**

27 Each employee subject to this Contract shall have the option of joining and maintaining membership in
28 the Association upon Employment with the District.
29

30 **Section 15.2. Membership Recission.**

31 Association members requesting to rescind membership shall make the request in writing to the
32 Association according to its established policies and procedures. Upon receiving the request to rescind
33 membership, the Association shall inform the District of the employee's non-member status.
34

35 **Section 15.3.**

36 The District will notify the Association of all new hires within ten (10) working days of the hire date. At
37 the time of hire, the District will inform the new hire of the terms and conditions of this Article.
38

39 **Section 15.4. Checkoff.**

40 The District shall deduct Association dues or service charges from the pay of any employee who
41 authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds
42 deducted to the Treasurer of the Association on a monthly basis.
43

44 **Section 15.5. COPE - Political Action Committee.**

45 The District shall, upon receipt of a written authorization form deduct from the pay of such employee the
46 amount of contribution the employee voluntarily chooses for deduction for political purposes. The
47 District shall transmit all such funds deducted to the Treasurer of the Association on a monthly basis.
48



1 **Section 15.6. Hold Harmless.**

2 The Association and its individual members agree to indemnify, defend and hold the District harmless
3 from any and all claims, suits, orders and/or judgments regarding the implementation and administration
4 of any/all of the provisions of Article XIV including but not limited to membership procedures, the
5 collection of Political Action Committee deductions, and Association fees and charges.
6
7
8

9 **ARTICLE XVI**

10 **GRIEVANCE PROCEDURES**

11
12
13 **Section 16.1.**

14 Grievances arising between the District and its employees within the bargaining unit defined in Article I
15 herein, with respect to matters dealing with the interpretation or application of the terms and conditions
16 of this Contract, shall be resolved in strict compliance with this Article. "Days" as used in this Article
17 shall mean calendar days.
18

19 **Section 16.2. Grievance Steps.**

20
21 **Section 16.2.1. Step I.**

22 Employees shall first discuss the grievance with their immediate supervisor and inform the
23 supervisor that it is a discussion on a grievance. If employees so wish, they may be accompanied
24 by an Association representative at such discussion. All grievances not brought to the immediate
25 supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of
26 the grievance or reasonable discovery thereof shall be invalid and subject to no further
27 processing. The supervisor shall have ten (10) days from the discussion to respond and/or
28 resolve the grievance.
29

30 **Section 16.2.2. Step II.**

31 If the grievance is not resolved to the employee's satisfaction, the employee shall reduce to
32 writing a statement of the grievance containing the following:
33

- 34 A. The facts on which the grievance is based;
- 35 B. A reference to the provisions in this Contract which have been allegedly violated;
- 36 C. The remedy sought.
37

38 The employee shall, within ten (10) days from the lack of a Step I resolution, submit the written
39 statement of grievance to the immediate supervisor for reconsideration and shall submit a copy to
40 the Director of Human Resources. The supervisor shall have ten (10) days from submission of
41 the written grievance to respond in writing to the employee. If an agreeable disposition is made,
42 all parties to the grievance shall sign it.
43

44 **Section 16.2.3. Step III.**

45 If the grievance is not resolved at Step II and the Association believes the grievance to be valid,
46 the employee may at his/her option submit a written statement of the grievance within ten (10)
47 days of the Step II response, to the District Superintendent or the Superintendent's designee.
48 After such submission, the parties will have fifteen (15) days from submission of the written



1 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If
2 resolved, all parties to the grievance shall sign it.

3
4 **Section 16.2.4. Step IV – Arbitration.**

5 If no settlement has been reached at Step III within the above timelines and the Association
6 believes the grievance to be valid, the employee shall have fifteen (15) days to demand
7 arbitration of the grievance. Any dispute, claim or grievance arising out of or relating to the
8 interpretation, or the application of this Agreement shall then be submitted to arbitration under
9 the Voluntary Labor Arbitration rules of the American Arbitration Association. The parties
10 further agree to accept the arbitrator's award as final and binding upon them. The parties agree
11 that the fees of the arbitrator shall be shared equally. The parties shall be responsible for their
12 own legal fees and witness costs.

13
14 **Section 16.2.5.**

15 The arbitrator will not add to, subtract from, or amend in any way this contractual agreement.
16 The arbitrator has no power to make a ruling that is contrary to or inconsistent with State or
17 Federal law. The arbitrator shall have no authority to rule on any matter involving industrial
18 injury, claims of unlawful discriminations, or matters for which the Public Employment
19 Relations Commission has jurisdiction.

20
21 **Section 16.3.**

22 The grievance or arbitration discussions shall take place whenever possible on school time. The
23 employer shall not discriminate against any individual employee for taking action under this Article.

24
25
26
27 **ARTICLE XVII**
28
29 **NO STRIKE AGREEMENT**

30
31 **Section 17.1.**

32 There shall not be authorized any strike, slowdown, or any other stoppage of work by the Association
33 regardless of whether an unfair labor practice is alleged. The employer shall not lock out any employee
34 covered by this Contract. Should a strike, slowdown, or stoppage by the Association members occur,
35 the Association will immediately instruct its members to return to work. If the members of the
36 Association do not resume work as required by this Contract immediately upon being so instructed, they
37 shall be subject to disciplinary action including discharge.

38
39
40
41 **ARTICLE XVIII**
42
43 **SALARIES AND EMPLOYEE COMPENSATION**

44
45 **Section 18.1.**

46 Employees shall be compensated in accordance with the provisions of this Contract for all hours of
47 required work. A full accounting and itemization of authorized deductions and hours worked shall be
48 made available for each employee via Employee Access.



1
2 **Section 18.1.1.**

3 In the event the District changes an employee’s contracted hours, supervisors will send the
4 Personnel Action Request to Human Resources as soon as possible. A copy will be given to the
5 employee. Benefit allocation will be retroactive to the effective date of the PAR and the
6 applicable payroll cutoff date. Numbers that are not on the drivers “minute to minute” guide will
7 be rounded up for the purpose of determining contract hours.
8

9 **Section 18.1.2.**

10 Employees underpaid by one hundred dollars (\$100) or more by an error of the District must
11 notify the payroll office in writing by the 8th of the month for payment to be received that month.
12 Payment shall be made on the 10th of the month (or the next business day after the 10th). If the
13 employee contributed to the error, or notification was after the 8th of the month, the correction
14 and reimbursement shall be made at the next regular pay period.
15

16 **Section 18.2. Salary Adjustments.**

17 Salaries for employees covered by this Agreement shall be set forth in Schedule A attached and
18 incorporated by reference.
19

20 **Section 18.2.1.**

21 Specific changes to be incorporated into Schedule A each year of this Agreement are as follows:
22

- 23 ○ For the 2023-2024 school year and each school year thereafter for the term of the
24 agreement, the wages on Schedule A shall be increased by the state cost of living
25 adjustment (currently IPD).
26
- 27 ○ For the 2023-2024 school year, if the MEA bargaining unit receives an increase in wages
28 that is higher than the IPD, the same percentage increase shall be applied to Schedule A.
29
- 30 ○ For the 2024-2025 and 2025-2026 school years, if the MEA or MESP bargaining units
31 receive an increase in wages that is higher than the IPD, the District and Association
32 agree to negotiate possible increases to Schedule A.
33

34 The District shall continue the classification review of the Maintenance section of the salary
35 schedule during the 2023-2026 contract term. The review will be conducted by a team consisting
36 of the Director of Human Resources, Director of Facilities, Maintenance Supervisor, and three
37 (3) MACP members. No current employees shall have their wages reduced, as a result of the
38 review.
39

40 **Section 18.3.**

41 Salaries contained in this Article, shall be for the entire term of this Agreement. Should the date of
42 execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be
43 retroactive to the effective date.
44

45 **Section 18.4.**

46 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
47 Contract, if possible, and in any case not later than the second regular pay day.
48

1 **Section 18.5.**

2 All new employees shall be placed on Step I of Schedule A at the time of hire, unless they are entitled to
3 advance placement by virtue of applicable employment in a school district, including the Mukilteo
4 School District. Applicable employment experience obtained outside of a school district may be
5 considered for advance placement by the Director of Human Resources or designee. Incremental steps,
6 where applicable, shall take effect on September 1 of each year during the term of this Contract.
7 PROVIDED, the employee has been actively employed continuously for at least two-thirds (2/3) of the
8 previous employment year. The employment year shall be computed as days.

9
10 **Section 18.6.**

11 For purposes of calculating daily hours, time worked shall be rounded to the nearest one quarter (1/4)
12 hour for all personnel except bus drivers. Bus Drivers shall be paid for the exact time worked.

13
14 **Section 18.7.**

15 Any employee required to travel from one site to another in a private vehicle during working hours shall
16 be reimbursed for such travel according to the rate established by the IRS.

17
18 **Section 18.8.**

19 Employees required to remain overnight on District business shall be reimbursed in accordance with
20 District rules and policy.

21
22 **Section 18.9. Professional Standards: Secretary/Bookkeepers.**

<u>Certificate Type</u>	<u>Additional Amount</u>
Basic	\$0.11 per hour
Advanced Professional	\$0.12 per hour
Advanced I	\$0.13 per hour
Advanced II	\$0.14 per hour
Advanced III	\$0.15 per hour
Advanced III/CEOE	\$0.18 per hour

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32 **Section 18.9.1.**

33 The additional amount paid employees for professional standards certificates will be paid based
34 on employee's total number of work hours. No additions to salary will be allowed after
35 September 15 for that school year, for professional standards. This applies to the
36 Office/Accounting general job classification.

37
38 **Section 18.10. Miscellaneous Job-Related Provisions.**

- 39 (a) The District shall provide Technology staff with five (5) shirts (polo or button down) every
40 other year with the District logo and group name for identification purposes. The District
41 will purchase the shirts for Technology staff in September. Staff are required to wear the shirt
42 while at work. In the event a shirt is damaged or otherwise in need of replacement, the
43 District shall purchase a new shirt for the staff member.
- 44 (b) The District shall purchase work-related clothing for Maintenance staff positions annually in
45 September and/or February. The maximum annual allocation for each Maintenance staff
46 member is four hundred dollars (\$400) and shall be used to purchase work-related clothing
47 including, but not limited to, raingear with the District logo and group name for identification
48 purposes. Maintenance staff are required to wear the clothing while at work.



- 1 (c) The District shall purchase work-related clothing for Security staff positions annually in
2 September. The maximum annual allocation for each Security Specialist is three hundred
3 dollars (\$300) for the purpose of purchasing up to five (5) shirts (polo or button down) and
4 other work-related clothing including, but not limited to, raingear, with the District logo and
5 group name for identification purposes. Staff are required to wear the shirt and other work-
6 related clothing while at work. In the event a shirt is damaged or otherwise in need of
7 replacement, the District shall purchase a new shirt for the staff member.
- 8 (d) The District shall purchase work-related clothing for Grounds staff positions annually in
9 September and/or February. The maximum annual allocation for each Grounds staff member
10 is five hundred dollars (\$500) and shall be used to purchase work-related clothing, including,
11 but not limited to, raingear, with the District logo and group name for identification purposes.
12 Grounds staff are required to wear the clothing while at work.
- 13 (e) The District will provide a maximum reimbursement of one hundred fifty dollars (\$150) per
14 year toward the purchase of non-slip shoes for Nutrition Services Staff. The shoes must be
15 non-slip, closed toe, and no heels more than one inch high. All staff are encouraged to wear
16 non-slip shoes at work for health and safety purposes. Staff receiving the reimbursement for
17 shoe purchases are required to wear non-slip shoes while at work.
- 18 (f) All employee clothing and footwear purchased by the District will be from vendor(s) selected
19 by District administration.
- 20 (g) The District shall provide Mechanics with three (3) pairs of coveralls and replacements as
21 needed. The District shall be responsible for laundering the coveralls.
- 22 (h) Safety glasses, hearing attenuation devices and gloves will be provided for maintenance,
23 mechanics, grounds and custodial staff at District expense. A maximum reimbursement of
24 one hundred twenty-five dollars (\$125) per year or two hundred fifty dollars (\$250) every
25 two (2) years towards the purchase of prescription safety glasses will be provided for the
26 maintenance, grounds and mechanic staff.
- 27

28 **Section 18.11. Mechanic Allowance.**

29 The District shall provide each mechanic a stipend of one thousand, one hundred dollars (\$1,100) per
30 year for tools and equipment necessary for the mechanic to perform job functions. The stipend will be
31 paid in November. If the mechanic leaves employment prior to the following August, the amount will
32 be recaptured on a prorated basis. The District shall also purchase work-related boots for mechanics
33 annually in September from vendor(s) selected by District administration. The maximum annual
34 allocation for each mechanic will be three hundred dollars (\$300). Staff are required to wear boots while
35 at work.

36

37 **Section 18.12. Job-Sharing.**

38 The District will consider job-sharing requests on a case by case basis.

39

40 **Section 18.13. Summer Stipend.**

41 In recognition of added responsibility including but not limited to general supervisory duties, temporary
42 employee scheduling and work coordination, the District shall provide two (2) stipends of three hundred
43 dollars (\$300) each for journeyman in charge of temporary summer work crews for painting and
44 grounds.

45

46 **Section 18.14. Apprenticeship Training.**

47 The District and the Association shall support the involvement of employees in the Washington Public
48 School Classified Employees Joint Apprenticeship and Training Committee (WPSCEJATC) and its
Collective Bargaining Agreement (2023-2026)
PSE of Mukilteo MACP Chapter #1120
Mukilteo School District #6



1 program as approved and registered with the Washington State Apprenticeship and Training Council.
2 Any employee who successfully completes the Secretary/Clerical or Administrative Assistant programs
3 through WPSCEJATC shall receive an additional one dollar (\$1.00) per hour above their regular rate.
4
5

6 7 ARTICLE XIX

8 9 TERM AND SEPARABILITY OF PROVISIONS

10 11 **Section 19.1.**

12 The term of this Agreement shall be September 1, 2023 to August 31, 2026.
13

14 **Section 19.2.**

15 All provisions of this Contract shall be applicable to the entire term of this Contract notwithstanding its
16 execution date.
17

18 **Section 19.3.**

19 This Contract, as negotiated, shall not be reopened, except by mutual consent during the duration of this
20 Contract and as may be required by Section 1.4.1. or Section 18.6.
21

22 **Section 19.3.1.**

23 The parties acknowledge the necessity for the District to comply with State compensation
24 limitations.
25

26 **Section 19.3.2.**

27 If the District is found to be out of compliance with applicable salary lid laws, rules and/or
28 regulations, the District shall adjust salaries to ensure compliance.
29

30 **Section 19.3.3.**

31 Prior to any salary adjustment the District will meet with the Association to review District salary
32 computation.
33

34 **Section 19.4.**

35 If any provision of this Contract or the application of any such provision is held invalid, the remainder of
36 this Contract shall not be affected thereby.
37

38 **Section 19.5.**

39 Neither party shall be compelled to comply with any provision of this Contract which conflicts with
40 State or Federal statutes or regulations promulgated pursuant thereof.
41

42 **Section 19.6.**

43 In the event either of the two (2) previous sections is determined to apply to any provision of this
44 Contract, such provision shall be renegotiated pursuant to Section 18.3.
45

46 **Section 19.7.**

47 The parties hereto agree that they have fully bargained with respect to wages, hours and other terms and
48 conditions of employment and that all wages, conditions of employment and other benefits to be
49 received are contained in this Contract.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

MUKILTEO ASSOCIATION OF
CLASSIFIED PERSONNEL CHAPTER #1120


MUKILTEO SCHOOL DISTRICT #6

BY: 
Tammy Bailey, Chapter Co-President (Mar 18, 2024 15:01 PDT)
Tammy Bailey, Chapter Co-President

BY: *Alison Brynelson*
Dr. Alison Brynelson, Superintendent

DATE: 03/18/24

DATE: 03/21/24

BY: 
Sara Gomez, Chapter Co-President (Mar 18, 2024 18:46 PDT)
Sara Gomez, Chapter Co-President

DATE: 03/18/24



Mukilteo School District #6
PSE of Mukilteo MACP Chapter #1120
Schedule A (2023-2024)

MACP 2023 - 2024		1A	(260 day)	2B	2C	(260 day)	3D	(260 day)	4E	(260 day)	5F
	Step I	Year 1	Step II	Yrs 2-5	Yrs 6-10	Step III	Yrs 11-20	Step IV 2x	Yrs 21-25	Step V 2x	Over yr 25
NUTRITION SERVICES											
LEAD Add: Elem.75,Middle.85,High.100	sub/temp/260	+9%	Years 2-10	+ 10%	+ 11%	Years 11-20	+13%	Yrs 21-25	+2%	Over yr 25	+2%
Nutrition Service I - Food Service Worker	21.86	23.83	22.75	25.03	25.25	23.33	26.36	23.80	26.89	24.28	27.43
Nutrition Service II - Caterer/Baker/Cook	26.61	29.00	27.64	30.40	30.68	28.34	32.02	28.91	32.66	29.49	33.31
Nutrition Service III-Central Kitchen Mngr/Catering Coord	34.06	37.13	35.40	38.94	39.29	36.31	41.03	37.04	41.85	37.78	42.69
Nutrition Service - Office Coordinator	33.82	36.86	35.14	38.65	39.01	35.98	40.66	36.70	41.47	37.43	42.30
OFFICE/ACCOUNTING	sub/temp/260	Year 1	Years 2-10	Yrs 2-5	Yrs 6-10	Years 11-20	Yrs 11-20	Yrs 21-25	Yrs 21-25	Over yr 25	Over yr 25
Office Assistant I	20.75	22.62	21.87	24.06	24.28	22.40	25.31	22.85	25.82	23.31	26.34
Office Assistant II	25.37	27.65	26.52	29.17	29.44	27.19	30.72	27.73	31.33	28.28	31.96
Admin Asst I/Acct Tech I	31.05	33.84	32.35	35.59	35.91	33.19	37.50	33.85	38.25	34.53	39.02
Administrative Assistant II	32.43	35.35	33.76	37.14	37.47	34.62	39.12	35.31	39.90	36.02	40.70
Accounting Technician II	33.82	36.86	35.14	38.65	39.01	35.98	40.66	36.70	41.47	37.43	42.30
Administrative Assistant III	33.82	36.86	35.14	38.65	39.01	35.98	40.66	36.70	41.47	37.43	42.30
TRANSPORTATION	sub/temp/260	Year 1	Years 2-10	Yrs 2-5	Yrs 6-10	Years 11-20	Yrs 11-20	Yrs 21-25	Yrs 21-25	Over yr 25	Over yr 25
Dispatcher	35.62	38.83	37.09	40.80	41.17	38.04	42.99	38.80	43.85	39.58	44.73
Transportation - Office Coordinator	33.82	36.86	35.14	38.65	39.01	35.98	40.66	36.70	41.47	37.43	42.30
Assistant Dispatcher	32.72	35.66	33.99	37.39	37.73	34.87	39.40	35.57	40.19	36.28	40.99
Bus Driver	32.72	35.66	33.99	37.39	37.73	34.87	39.40	35.57	40.19	36.28	40.99
Non-CDL Driver	28.01	30.53	29.28	32.21	32.50	30.16	34.08	30.76	34.76	31.38	35.46
Mechanic I - Mechanic Helper	34.63	37.75	35.95	39.55	39.90	36.87	41.66	37.61	42.49	38.36	43.34
Mechanic II - Mechanic Journeyman	42.47	46.29	43.88	48.27	48.71	44.95	50.79	45.85	51.81	46.77	52.85
Mechanic III - Head Mechanic	46.96	51.19	48.27	53.10	53.58	49.55	55.99	50.54	57.11	51.55	58.25
CUSTODIAL	sub/temp/260	Year 1	Years 2-10	Yrs 2-5	Yrs 6-10	Years 11-20	Yrs 11-20	Yrs 21-25	Yrs 21-25	Over yr 25	Over yr 25
Custodian I	31.85	34.72	33.01	36.31	36.64	33.82	38.22	34.50	38.98	35.19	39.76
Custodian II (Head Elementary Day)	32.40	35.32	33.57	36.93	37.26	34.42	38.89	35.11	39.67	35.81	40.46
Custodian III	32.69	35.63	33.79	37.17	37.51	34.62	39.12	35.31	39.90	36.02	40.70
Custodian IV	34.99	38.14	36.32	39.95	40.32	37.24	42.08	37.98	42.92	38.74	43.78
Custodian V	36.30	39.57	37.51	41.26	41.64	38.90	43.96	39.68	44.84	40.47	45.74
Custodian VI	37.91	41.32	39.32	43.25	43.65	40.30	45.54	41.11	46.45	41.93	47.38
Custodial- Office Coordinator	33.82	36.86	35.14	38.65	39.01	35.98	40.66	36.70	41.47	37.43	42.30
MAINTENANCE	sub/temp/260	Year 1	Step II	Yrs 2-5	Yrs 6-10	Step III	Yrs 11-20	Step IV 2x	Yrs 21-25	Step V 2x	Over yr 25
Groundskeeper I - Grounds Helper	31.76	34.62	32.92	36.21	36.54	33.75	38.14	34.43	38.90	35.12	39.68
Groundskeeper II - Grounds Journeylevel	36.93	40.25	38.21	42.03	42.41	39.15	44.24	39.93	45.12	40.73	46.02
Groundskeeper III - Lead Grounds	40.86	44.54	42.19	46.41	46.83	43.28	48.91	44.15	49.89	45.03	50.89
Maintenance I - Maintenance Helper	34.32	37.41	35.72	39.29	39.65	36.68	41.45	37.41	42.28	38.16	43.13
Maintenance II - Maintenance Journeylevel	42.78	46.63	44.20	48.62	49.06	45.23	51.11	46.13	52.13	47.05	53.17
Maintenance III - Maintenance Lead	47.13	51.37	48.53	53.38	53.87	49.77	56.24	50.77	57.36	51.79	58.51
Maintenance IV - Project Inspector	48.03	52.35	49.58	54.54	55.03	50.82	57.43	51.84	58.58	52.88	59.75
Maint & Grounds - Office Coordinator	33.82	36.86	35.14	38.65	39.01	35.98	40.66	36.70	41.47	37.43	42.30
WAREHOUSE	Step I	Year 1	Step II	Yrs 2-5	Yrs 6-10	Step III	Yrs 11-20	Step IV 2x	Yrs 21-25	Step V 2x	Over yr 25
Warehouse I	31.76	34.62	32.92	36.21	36.54	33.75	38.14	34.43	38.90	35.12	39.68
Warehouse II	34.82	37.95	36.28	39.91	40.27	37.16	41.99	37.90	42.83	38.66	43.69
DATA PROCESSING	Step I	Year 1	Step II	Yrs 2-5	Yrs 6-10	Step III	Yrs 11-20	Step IV 2x	Yrs 21-25	Step V 2x	Over yr 25
Data Entry Operator I	20.02	21.82	20.92	23.01	23.22	21.47	24.26	21.90	24.75	22.34	25.25
Computer Operator II	22.07	24.06	23.07	25.38	25.61	23.63	26.70	24.10	27.23	24.58	27.77
Data Processing Programmer III	28.03	30.55	29.14	32.05	32.35	29.97	33.87	30.57	34.55	31.18	35.24
Service Support Technician	32.12	35.01	33.45	36.80	37.13	34.28	38.74	34.97	39.51	35.67	40.30
Field Service Technician	44.05	48.01	45.98	50.58	51.04	47.11	53.23	48.05	54.29	49.01	55.38
Service Coordinator	48.68	53.06	50.60	55.66	56.17	51.88	58.62	52.92	59.79	53.98	60.99
MISCELLANEOUS	Step I	Year 1	Step II	Yrs 2-5	Yrs 6-10	Step III	Yrs 11-20	Step IV 2x	Yrs 21-25	Step V 2x	Over yr 25
Graphics I - Assistant Graphics	32.05	34.93	33.22	36.54	36.87	33.99	38.41	34.67	39.18	35.36	39.96
Graphics II - Graphic Arts Product Manager	39.34	42.88	40.65	44.72	45.12	41.64	47.05	42.47	47.99	43.32	48.95
Campus Security	32.72	35.66	33.99	37.39	37.73	34.87	39.40	35.57	40.19	36.28	40.99



1 MEMORANDUM OF UNDERSTANDING

2
3
4 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
5 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MUKILTEO
6 ASSOCIATION OF CLASSIFIED PERSONNEL (MACP), AN AFFILIATE OF PUBLIC SCHOOL
7 EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE MUKILTEO SCHOOL DISTRICT #6.
8 THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING
9 AGREEMENT.

10
11
12 The purpose of this Memorandum of Understanding is to set forth the rules for use of the District’s vehicle
13 shop (“Shop”) by the MACP mechanics employed by the District.’

- 14
15
16 1. Use of the District’s Shop shall only occur when it does not interfere with normal Shop functions. Use
17 of the Shop for District purposes shall always override any personal use by a mechanic(s).
18
19 2. The only individual(s) that may use the Shop are MACP mechanics. Their use is limited to
20 service/repair on registered vehicles of their immediate family (spouse, son or daughter) residing in
21 their household.
22
23 3. No District supplies/materials may be used to service/repair any private vehicle.
24
25 4. All work in the Shop must be performed on the mechanic’s own time and not on District time or during
26 the regular shift of the mechanic.
27
28 5. A request to use the Shop must be made at least 48 hours in advance of such use and the mechanic must
29 fill out a Shop Use Permit. The Permit must be approved by the Lead/Supervisor prior to use by the
30 Mechanic. In the event of an emergency, the time guidelines may be waived but the mechanic must
31 notify the Lead or Supervisor by phone prior to usage and complete a Shop Use Permit upon return to
32 work.
33
34 6. The District assumes no responsibility or liability for any work performed on a private vehicle by a
35 mechanic.
36
37 7. The District assumes no responsibility for any injury to a mechanic while using the Shop for private
38 purposes and the Mechanic expressly waives any and all claims of any nature for damages incurred
39 while using the Shop for private purposes.
40
41 8. A copy of this Memo of Understanding must be agreed to and signed by the MACP mechanic prior to
42 initial use of the Shop. A copy will be retained on file at the DSSC.
43
44
45
46




1 This Memorandum of Understanding shall become effective upon signature of both parties; shall remain in
2 effect until August 31, 2026; and shall be attached to the current Collective Bargaining Agreement.
3
4

5
6 PUBLIC SCHOOL EMPLOYEES OF
7 WASHINGTON/SEIU LOCAL 1948

8
9 MUKILTEO ASSOCIATION OF
10 CLASSIFIED PERSONNEL CHAPTER #1120


MUKILTEO SCHOOL DISTRICT #6

11
12
13 BY: 
14 BY: Tammy Bailey, Chapter Co-President (Mar 18, 2024 15:01 PDT)
15 Tammy Bailey, Chapter Co-President

13 BY: Alison Brynelson
14 Dr. Alison Brynelson, Superintendent

16
17 DATE: 03/18/24

17 DATE: 03/21/24

18
19
20
21 BY: 
22 BY: Sara Gomez, Chapter Co-President (Mar 18, 2024 18:46 PDT)
23 Sara Gomez, Chapter Co-President

24
25 DATE: 03/18/24



SHOP USE PERMIT

Mukilteo School District

Date of Request: _____

Date of Use: _____

Anticipated Hours: _____

Reason for Use:

MACP Mechanic Signature

Approved by: _____

Date: _____



1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MUKILTEO
5 ASSOCIATION OF CLASSIFIED PERSONNEL (MACP), AN AFFILIATE OF PUBLIC SCHOOL
6 EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE MUKILTEO SCHOOL DISTRICT #6.
7 THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING
8 AGREEMENT.
9

10 The parties have reached the following agreements and understandings regarding Catering in the District. For
11 the purposes of staffing and facility use permits, the following procedures will apply:
12

13 **Full-Service Catering**

- 14 • Service
 - 15 ○ Central kitchen provides all food, preparation, decoration and delivery.
 - 16 ○ No facility use permit is required and all costs are included in the catering charge.
- 17 • Staffing
 - 18 ○ During school hours– extra staff from central kitchen
 - 19 ○ Caterings after 2:30
 - 20 ▪ Site personnel who will not incur OT by seniority. If none available.
 - 21 ▪ District-wide personnel who will not incur OT by seniority.
 - 22 ▪ If OT is required – goes to site personnel first by seniority.

23 **Drop Off Catering**

- 24 • Service
 - 25 ○ Food is prepared by either the central kitchen or dropped off to building staff from the central
26 kitchen.
 - 27 ○ Facility use permit with food service personnel is required. Catering charges do not include
28 service at the building. User group pays for food service worker.*
- 29 • Staffing
 - 30 ○ Food service worker from the building by seniority without regard to overtime. If none
31 available.
 - 32 ○ Food service worker District wide by seniority without regard to overtime.

33 **Facility Use Permit**

- 34 • Service
 - 35 ○ Food service worker is present to protect school equipment and ensure proper use and clean up.
 - 36 ○ Facility use permit with food service personnel is required. User group pays for food service
37 worker*
- 38 • Staffing
 - 39 ○ Food service worker from the building by seniority without regard to overtime. If none
40 available.
 - 41 ○ Food service worker District wide by seniority without regard to overtime.


42
43 * Buildings have allocations for limited hours of free food service staffing. If the building is using their free
44 service, the Facility Use Fund pays for the food service worker.
45
46

1 This Memorandum of Understanding shall become effective upon signature of both parties; shall remain in
2 effect until August 31, 2026; and shall be attached to the current Collective Bargaining Agreement.
3
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5
6

7 PUBLIC SCHOOL EMPLOYEES
8 OF WASHINGTON/SEIU LOCAL 1948
9

10 MUKILTEO MACP CHAPTER #1120

MUKILTEO SCHOOL DISTRICT #6

11
12
13 BY: 
14 Tammy Bailey, Chapter Co-President
15

13 BY: Alison Brynelson
14 Dr. Alison Brynelson, Superintendent

16 DATE: 03/18/24
17

16 DATE: 03/21/24
17

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20
21 BY: 
22 Sara Gomez, Chapter Co-President
23

24 DATE: 03/18/24
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1 MEMORANDUM OF UNDERSTANDING

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4 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
5 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MUKILTEO
6 ASSOCIATION OF CLASSIFIED PERSONNEL (MACP), AN AFFILIATE OF PUBLIC SCHOOL
7 EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE MUKILTEO SCHOOL DISTRICT #6.
8 THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING
9 AGREEMENT.

10
11 The parties mutually agree to the following Memorandum of Understanding (MOU) regarding a new Language
12 Interpretation Training Program available to bilingual MACP staff:

- 13
14
15 ○ In recognition of bilingual staff who provide an important service in assisting with occasional
16 interpreting services at their work sites, a voluntary training program has been established to provide
17 bilingual staff with the basic skills and knowledge to effectively perform interpreting services, and to
18 compensate them for the additional value they add to their work site.
- 19
20 ○ The voluntary training will be administered through the Sno-Isle Technical Skills Center and will
21 consist of both classroom and at-home lessons, outside of regular work hours.
- 22
23 ○ Eligibility, capacity, and selection for the program will be determined by the District based on program
24 requirements for bilingual ability and other factors.
- 25
26 ○ Staff will be paid at their regular hourly rate for their participation in the training, up to a total of 45
27 hours. Time must be approved by the program designee prior to being worked.
- 28
29 ○ Upon successful completion of the training, staff must be available and willing to assist with
30 interpretation in the building as needed during their regular workday.
- 31
32 ○ Staff must work with their supervisors to determine the procedures for how they will be accessed to
33 perform these services without substantially impacting their regular job responsibilities. The supervisor
34 will be ultimately responsible for determining how a staff member will provide interpretation support
35 while fulfilling their primary job responsibilities.
- 36
37 ○ Staff performing interpretation work in addition to their regular responsibilities will receive an annual
38 stipend of one thousand dollars (\$1,000), to be paid on the June payroll. Staff who leave the district
39 prior to the end of the school year will forfeit their stipend and will not receive a prorated amount.
- 40
41 ○ If, during the school year, a supervisor determines that a staff member should no longer perform
42 interpreting duties, the staff member will still receive the stipend for the year but will not receive it in
43 the following year. If, during the year, the staff member chooses to no longer perform interpreting
44 duties, they will forfeit their stipend.
- 45
46 ○ Establishment of all other policies and procedures surrounding the program shall be the responsibility
47 of the District.
- 48




1 This MOU shall become effective upon signature of both parties and will remain in place for the duration of
2 the 2023-2024 school year. All other provisions of the Collective Bargaining Agreement will remain in full
3 effect.

4
5 This MOU may be reopened with the mutual agreement of both parties.
6

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9 PUBLIC SCHOOL EMPLOYEES
10 OF WASHINGTON/SEIU LOCAL 1948

11 MUKILTEO MACP CHAPTER #1120


MUKILTEO SCHOOL DISTRICT#6

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14 
15 BY: Tammy Bailey, Chapter Co-President (Mar 18, 2024 15:01 PDT)
16 Tammy Bailey, Chapter Co-President

17
18
19 BY: Alison Brynson
20 Dr. Alison Brynson, Superintendent

21
22
23 DATE: 03/18/24

24
25
26 DATE: 03/21/24

27
28
29 BY: 
30 Sara Gomez, Chapter Co-President (Mar 18, 2024 18:46 PDT)
31 Sara Gomez, Chapter Co-President

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34 DATE: 03/18/24
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MUKILTEO MACP - SCHEDULE A (2024-2025)

			1A	(260 day)	2B	2C	(260 day)	3D	(260 day)	4E	(260 day)	5F
Sch 50	NUTRITION SERVICES	Step I	Year I	Step II	Yrs 2-5	Yrs 6-10	Step III	Yrs 11-20	Step IV 2%	Yrs 21-25	Step V 2%	Over yr 25
	LEAD Add: Elem.75,Middle.85,High.1.00	sub/temp/260	+9%	Years 2-10	+ 10%	+ 11%	Years 11-20	+13%	Yrs 21-25	+2%	Over yr 25	+2%
10	Nutrition Service I - Food Service Worker	22.67	24.71	23.59	25.95	26.18	24.19	27.33	24.67	27.88	25.16	28.44
20	Nutrition Service II - Caterer/Baker/Cook	27.59	30.07	28.66	31.53	31.81	29.39	33.21	29.98	33.87	30.58	34.55
30	Nutrition Service III-Central Kitchen Mng/Catering Coord	35.32	38.50	36.71	40.38	40.75	37.65	42.54	38.40	43.39	39.17	44.26
40	Nutrition Service - Office Coordinator	35.07	38.23	36.44	40.08	40.45	37.31	42.16	38.06	43.00	38.82	43.86
Sch 51	OFFICE/ACCOUNTING	sub/temp/260	Year 1	Years 2-10	Yrs 2-5	Yrs 6-10	Years 11-20	Yrs 11-20	Yrs 21-25	Yrs 21-25	Over yr 25	Over yr 25
10	Office Assistant I	21.52	23.46	22.68	24.95	25.17	23.23	26.25	23.69	26.78	24.16	27.32
20	Office Assistant II	26.31	28.68	27.50	30.25	30.53	28.20	31.87	28.76	32.51	29.34	33.16
30	Admin Asst I/Acct Tech I	32.20	35.10	33.55	36.91	37.24	34.42	38.89	35.11	39.67	35.81	40.46
40	Administrative Assistant II	33.63	36.66	35.01	38.51	38.86	35.90	40.57	36.62	41.38	37.35	42.21
50	Accounting Technician II	35.07	38.23	36.44	40.08	40.45	37.31	42.16	38.06	43.00	38.82	43.86
60	Administrative Assistant III	35.07	38.23	36.44	40.08	40.45	37.31	42.16	38.06	43.00	38.82	43.86
Sch 52	TRANSPORTATION	sub/temp/260	Year 1	Years 2-10	Yrs 2-5	Yrs 6-10	Years 11-20	Yrs 11-20	Yrs 21-25	Yrs 21-25	Over yr 25	Over yr 25
60	Dispatcher	36.94	40.26	38.46	42.31	42.69	39.45	44.58	40.24	45.47	41.04	46.38
70	Transportation - Office Coordinator	35.07	38.23	36.44	40.08	40.45	37.31	42.16	38.06	43.00	38.82	43.86
20	Assistant Dispatcher	33.93	36.98	35.25	38.78	39.13	36.16	40.86	36.88	41.68	37.62	42.51
10	Bus Driver	33.93	36.98	35.25	38.78	39.13	36.16	40.86	36.88	41.68	37.62	42.51
80	Non-CDL Driver	29.05	31.66	30.36	33.40	33.70	31.28	35.35	31.91	36.06	32.55	36.78
30	Mechanic I - Mechanic Helper	35.91	39.14	37.28	41.01	41.38	38.23	43.20	38.99	44.06	39.77	44.94
40	Mechanic II - Mechanic Journeyman	44.04	48.00	45.50	50.05	50.51	46.61	52.67	47.54	53.72	48.49	54.79
50	Mechanic III - Head Mechanic	48.70	53.08	50.06	55.07	55.57	51.38	58.06	52.41	59.22	53.46	60.40
Sch 53	CUSTODIAL	sub/temp/260	Year 1	Years 2-10	Yrs 2-5	Yrs 6-10	Years 11-20	Yrs 11-20	Yrs 21-25	Yrs 21-25	Over yr 25	Over yr 25
10	Custodian I	33.03	36.00	34.23	37.65	38.00	35.07	39.63	35.77	40.42	36.49	41.23
20	Custodian II (Head Elementary Day)	33.60	36.62	34.81	38.29	38.64	35.69	40.33	36.40	41.14	37.13	41.96
30	Custodian III	33.90	36.95	35.04	38.54	38.89	35.90	40.57	36.62	41.38	37.35	42.21
40	Custodian IV	36.28	39.55	37.66	41.43	41.80	38.62	43.64	39.39	44.51	40.18	45.40
50	Custodian V	37.64	41.03	38.90	42.79	43.18	40.34	45.58	41.15	46.49	41.97	47.42
60	Custodian VI	39.31	42.85	40.77	44.85	45.25	41.79	47.22	42.63	48.16	43.48	49.12
54-80	Custodial- Office Coordinator	35.07	38.23	36.44	40.08	40.45	37.31	42.16	38.06	43.00	38.82	43.86
Sch 54	MAINTENANCE	sub/temp/260	Year 1	Step II	Yrs 2-5	Yrs 6-10	Step III	Yrs 11-20	Step IV 2%	Yrs 21-25	Step V 2%	Over yr 25
10	Groundskeeper I - Grounds Helper	32.94	35.90	34.14	37.55	37.90	35.00	39.55	35.70	40.34	36.41	41.15
20	Groundskeeper II - Grounds Journeylevel	38.30	41.75	39.62	43.58	43.98	40.60	45.88	41.41	46.80	42.24	47.74
30	Groundskeeper III - Lead Grounds	42.37	46.18	43.75	48.13	48.56	44.88	50.71	45.78	51.72	46.70	52.75
40	Maintenance I - Maintenance Helper	35.59	38.79	37.04	40.74	41.11	38.04	42.99	38.80	43.85	39.58	44.73
50	Maintenance II - Maintenance Journeylevel	44.36	48.35	45.84	50.42	50.88	46.90	53.00	47.84	54.06	48.80	55.14
60	Maintenance III - Maintenance Lead	48.87	53.27	50.33	55.36	55.87	51.61	58.32	52.64	59.49	53.69	60.68
70	Maintenance IV - Project Inspector	49.81	54.29	51.41	56.55	57.07	52.70	59.55	53.75	60.74	54.83	61.95
80	Maint & Grounds - Office Coordinator	35.07	38.23	36.44	40.08	40.45	37.31	42.16	38.06	43.00	38.82	43.86
10	Warehouse I	32.94	35.90	34.14	37.55	37.90	35.00	39.55	35.70	40.34	36.41	41.15
20	Warehouse II	36.11	39.36	37.62	41.38	41.76	38.53	43.54	39.30	44.41	40.09	45.30
30	Data Entry Operator I	20.76	22.63	21.69	23.86	24.08	22.26	25.15	22.71	25.65	23.16	26.16
20	Computer Operator II	22.89	24.95	23.92	26.31	26.55	24.50	27.69	24.99	28.24	25.49	28.80
10	Data Processing Programmer III	29.07	31.69	30.22	33.24	33.54	31.08	35.12	31.70	35.82	32.33	36.54
40	Service Support Technician	33.31	36.31	34.69	38.16	38.51	35.55	40.17	36.26	40.97	36.99	41.79
50	Field Service Technician	45.68	49.79	47.68	52.45	52.92	48.85	55.20	49.83	56.30	50.83	57.43
60	Service Coordinator	50.48	55.02	52.47	57.72	58.24	53.80	60.79	54.88	62.01	55.98	63.25
57-10	Graphics I - Assistant Graphics	33.24	36.23	34.45	37.90	38.24	35.25	39.83	35.96	40.63	36.68	41.44
57-20	Graphics II - Graphic Arts Product Manager	40.80	44.47	42.15	46.37	46.79	43.18	48.79	44.04	49.77	44.92	50.77
59-10	Campus Security	33.93	36.98	35.25	38.78	39.13	36.16	40.86	36.88	41.68	37.62	42.51