

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
MOUNT VERNON SCHOOL DISTRICT NO. 320**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF  
MOUNT VERNON M & O NO. 819**

**CUSTODIAL, MAINTENANCE, FOOD SERVICE, SECURITY,  
TRANSPORTATION MECHANICS AND TECHNOLOGY**

**SEPTEMBER 1, 2020 - AUGUST 31, 2022**



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## DECLARATION OF PRINCIPLES

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

## P R E A M B L E

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

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

## A R T I C L E I

### RECOGNITION AND COVERAGE OF AGREEMENT

#### **Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3., and the Association recognizes the responsibility of representing the interests of all such employees.

#### **Section 1.2.**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41-56.030(2).

#### **Section 1.3.**

The bargaining unit to which this agreement is applicable shall consist of all classified employees in the following general job classifications:

Custodians, Maintenance, Food Service, Security, Transportation Mechanics, Technology and substitutes as hereinafter defined in Section 1.3.1.

Supervisors are excluded.

1 **Section 1.3.1. Substitutes.**

2 Substitute classified employees employed for more than 30 days of work in one classification  
3 within any twelve (12) month period ending during the current or immediately preceding  
4 school year, and who continue to be available for employment as substitutes, are regular part-  
5 time employees of the District and shall be included in the bargaining unit. The following  
6 provisions shall constitute the only terms of the Agreement that shall apply to bargaining unit  
7 substitutes:  
8

- 9 Section 1.1. Recognition and Coverage of Agreement
- 10 Section 1.3. Recognition and Coverage of Agreement
- 11 Section 1.3.1. Recognition and Coverage of Agreement
- 12 Section 3.1. Rights of Employee
- 13 Section 3.4. Non-Discrimination
- 14 Section 4.1. Association Representation
- 15 Section 11.1. Self-Organization Rights
- 16 Section 13.1. Salaries and Employee Compensation
- 17 Section 13.2. Salaries
- 18 Section 15.1. Term and Separability of Provisions

19  
20 Seniority will not be observed in any case for substitutes.

- 21
- 22 A. Each substitute employee shall accrue one hour of paid sick leave for every forty
- 23 hours worked. A maximum of forty (40) hours may be carried over into the
- 24 following school year.
- 25 B. Sick leave accrued while a substitute employee shall not be lost when the
- 26 employee is hired as a full time or part time regular employee.
- 27 C. When a substitute separates from employment, accrued sick leave cannot be
- 28 cashed out, however, if the employee is rehired within twelve months of
- 29 separation, previously accrued unused paid sick leave shall be reinstated.
- 30 Substitute employees do not have sick leave cash out rights and are not eligible to
- 31 participate in sick leave incentive programs.
- 32 D. Substitute employees are entitled to use of their accrued, unused sick leave
- 33 beginning on the 90<sup>th</sup> calendar day after the start of their employment. After this 90-
- 34 day period, the employer must make accrued paid sick leave available to substitute
- 35 employees for use within the current pay period.
- 36
- 37 1. All substitute employees must be scheduled to work to use their accrued,
- 38 unused sick leave for authorized purposes.
- 39 2. The employer may not discipline or document in the employee’s evaluation
- 40 for utilizing paid sick leave.
- 41

42 **Application of Grievance Procedure.**

43 Substitute employees in the bargaining unit shall only have the right to use the grievance  
44 procedure contained in Article XII on matters specifically contained in the above named  
45 Sections and so far as the matter brought to grievance specifically arises out of their service as  
46 a substitute.  
47  
48



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

3  
4 **Schedule A.** Attached.

5  
6 **Section 1.4.**

7 The District agrees to provide job descriptions for all positions covered by this Agreement to the  
8 President(s) of the Association.

9  
10 If a new position is established by the District during the term of this Agreement or if a current job  
11 description is significantly changed, the Agreement shall be reopened to negotiate the wage. No new  
12 position shall be posted until a wage has been negotiated and agreed upon.

13  
14 **Section 1.4.1. Job Review.**

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

22  
23  
24  
25 **ARTICLE II**

26  
27 **MANAGEMENT RIGHTS**

28  
29 **Section 2.1.**

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

38  
39 **Section 2.2.**

40 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
41 District. In making rules and regulations relating to personnel policies, procedures and matters of  
42 working conditions, the District shall give due regard and consideration to the rights of the Association  
43 and the employees and to the obligations imposed by this Agreement as well as the obligations  
44 imposed by District Policies and Procedures and Washington State Laws.

1 **Section 2.3.**

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

5  
6 **Section 2.4. DOL Abstract of Driving Record (ADR).**

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

11  
12 All employees whose duties involve driving Employer vehicles will accommodate the Employer in  
13 obtaining, at Employer cost, an annual Department of Licensing Abstract of Driving Record (ADR).  
14 The Employer will review the ADR’s to ensure that each employee’s driving record is in compliance  
15 with the recommendations of the Employer’s property and liability insurer prior to employment.  
16 Employee’s driving records that do not comply with said recommendations will be subject to  
17 revocation of Employer vehicle driving privileges up to/and including suspension or termination.

18  
19 Employees who drive school district vehicles and receive one (1) or more moving violations by law  
20 enforcement on their driving record within a twelve (12) month period shall report them to their  
21 supervisor or designee within the next work day. Any employee who drives a school district vehicle  
22 and has their driver’s license suspended or revoked must report it to their supervisor or designee  
23 within the next work day.

24  
25 Following such a report, the District may review whether just cause for discipline is present in  
26 accordance with Article 9, Section 12 of this agreement. Such decisions will be based upon whether  
27 there is a sufficient connection between the employee’s outside conduct and their employment and/or  
28 the employee’s inability to fulfill their job responsibilities with suspensions or revocations of their  
29 approval to drive district vehicles.

30  
31 Violations (not intended to be all-inclusive list)

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



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## ARTICLE III

### RIGHTS OF THE EMPLOYEE

**Section 3.1.**

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and legally assist the Association.

**Section 3.2.**

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

**Section 3.3.**

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

**Section 3.4.**

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

**Section 3.5.**

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

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

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

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

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



1  
2 **Section 3.5.1.**

3 Employees, upon request, have the right to inspect all contents of their complete personnel files  
4 kept within the District, in the presence of an administrator or district representative. During  
5 the review, employees shall be allowed to request copies of any materials therein and shall be  
6 permitted to make a written inventory of any material there, and, on request, have such  
7 inventory signed and dated by a district representative.  
8

9 If copies are made, the employee shall pay ten (\$0.10) cents per page to the District.  
10

11 Employees shall be given a copy of all material added to the official personnel file at the time  
12 such material is added to the file. Employees shall have the right to respond in writing to all  
13 additions in the personnel file. Such employee responses shall be made a part of the file.  
14

15 **Section 3.6.**

16 Employees have the right to request the Superintendent to review their file and remove derogatory  
17 materials.  
18

19 **Section 3.7. Evaluations.**

20 The District shall provide each classified employee with an annual written evaluation. All evaluations  
21 shall use the forms included as Attachment A of this Agreement. The employee evaluation shall be  
22 completed at least ten (10) days prior to the conclusion of the employee's contracted work year. As  
23 part of the annual evaluation, a conference between the supervisor and the employee shall be held. A  
24 copy of the evaluation must be given to the employee at the conference or within ten (10) working  
25 days of the evaluation conference. The District will make every effort to alert employees to  
26 performance concerns prior to the annual evaluation. An overall performance that is rated as  
27 unsatisfactory and therefore requiring improvement must be followed by a written plan of  
28 improvement in the area(s) noted. The parties have a goal to collaboratively develop the plan of  
29 improvement. In the absence of agreement, the District has the right to establish and implement the  
30 plan.  
31

32 **Section 3.8.**

33 The District will make reasonable efforts to create a work environment that is free of unsafe or  
34 hazardous conditions. Any employee who believes that a condition is unsafe or hazardous must notify  
35 his/her immediate supervisor, in writing, stating his/her concerns. The supervisor will respond to such  
36 notification within five (5) workdays. If the employee determines that the supervisor's actions or  
37 answer does not correct the problem, the employee may contact the next level of management or  
38 administration. Every employee has the right to make these reports without fear of reprisal.  
39 Additionally, employees who believe that an emergent working condition is unsafe have an obligation  
40 to bring the condition to the attention to the immediate supervisor. The supervisor will then act to  
41 resolve the issue.  
42

43 **Section 3.9. Surveillance and Monitoring.**

44 The use of surveillance and monitoring systems in District operated facilities and vehicles are for the  
45 purpose of reducing discipline problems and providing a safe environment for students and staff and  
46 may be placed where there is not a reasonable expectation of privacy such as parking lots, entrances,  
47 exits, hallways, offices, gymnasiums, cafeterias, libraries, other public shared or common spaces.  
48 Furthermore, surveillance and monitoring systems are a tool to assist in monitoring students on the bus



1 and in buildings to document student behavior. Information from surveillance and monitoring systems  
2 will not be used for the purpose of staff discipline except as part of an investigation into allegations of  
3 cases of misconduct as defined by RCW 50.04.294. All PSE employees will be informed of the use of  
4 such systems.

5  
6 For emergency situations, the district utilizes a Duress Button system. When pressed the Duress  
7 Buttons place 911 calls and display video camera images from the location of the activated Duress  
8 Button to 911 dispatch center and the Mount Vernon Police Department; camera images may be  
9 viewed in support of dispatching and emergency response actions.

10  
11 Any intentional disabling or modifying of such systems by an employee outside of their assigned  
12 duties may result in discipline. Law enforcement and emergency responders may access such systems  
13 in performance of their duties.

## 14 15 16 17 **ARTICLE IV**

### 18 19 **ASSOCIATION REPRESENTATION**

#### 20 21 **Section 4.1.**

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

#### 26 27 **Section 4.2.**

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

#### 33 34 **Section 4.3.**

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

42  
43 In a commitment to provide ongoing collaboration efforts between the Union and District regarding  
44 mutual areas of interest, the following opportunities will be available to employees:

- 45 1. Team-building, problem-solving, clarification of roles/responsibilities, development of  
46 common goals, and performance feedback to support professional growth.
- 47 2. Professional growth activities to support the employee's job duties.

3. Participation in school and District level decision-making processes such as student calendar input, site council, student assessment, individualized educational program planning, strategic planning initiatives, and school/department goal areas.
4. Contract maintenance meetings to foster a culture of mutual respect in the Mount Vernon School District.

**Section 4.4.**

The District will provide each member of the bargaining unit with an electronic link to the Agreement within thirty (30) days of its ratification by both parties. PSE will provide the District with the Agreement.

The PSE logo will be on the cover of the final agreement.

**Section 4.4.1.**

The school district will notify the union leadership of new hires following each School Board meeting. Within ten (10) days of notification, the union shall be provided a thirty-minute meeting during the bargaining unit employees work time to meet with the new employees in either an individual or group setting at a mutual location. The principal/supervisor for the new employee(s) and union representative shall be notified to ensure employee coverage needs are met; the ten (10) day window may be extended by mutual agreement to support scheduling needs. Mount Vernon PSE union representation shall suffer no loss in pay for participating in these meetings.

**Section 4.5.**

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

**Section 4.6. Bulletin Board.**

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

**Section 4.7.**

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

**Section 4.8.**

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



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**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATIONS AND NEGOTIATION**

**Section 5.1.**

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

**Section 5.2. School Calendar.**

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

**Section 5.3. Budget Impact.**

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

**Section 5.4.**

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

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

**ARTICLE VI**

**HOURS OF WORK**

**Section 6.1.**

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

1 **Section 6.2.**

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

8  
9 **Section 6.3.**

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

12  
13 Shifts of more than three (3) consecutive hours shall receive one (1) rest period as near the middle of  
14 the shift as practicable. Shifts of more than six (6) consecutive hours shall receive two (2) rest periods,  
15 which shall occur as near the middle of each half shift as possible. Rest periods shall be fifteen (15)  
16 minutes in duration.

17  
18 **Section 6.3.1.**

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

24  
25 **Section 6.4.**

26 Employees who work the majority of their regularly scheduled shift after 3:00 p.m. shall receive a  
27 thirty (\$.30) cent per hour shift differential. Such differential shall be in addition to the employee's  
28 regular salary, as reflected on Schedule A.

29  
30 **Section 6.5.**

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

33  
34 **Section 6.6.**

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

38  
39 Pay at a higher classification does not occur when the employee is doing the occasional work that is  
40 within their job description (such as painting) even when that work falls within a higher classification  
41 job description.

42  
43 **Section 6.6.1. Food Service Substitutions.**

44 In the Food Service Department, the following will apply:

- 45  
46 A. A food service substitute will be placed in the least senior position or if no regular food  
47 service employees are interested or available to replace an employee who is absent, the  
48 substitute will fill the vacant position.  
49 B. An absent position will not be separated or filled by multiple kitchen employees.



1  
2 **Section 6.7. Overtime.**

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

5  
6 **Section 6.7.1.**

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

9  
10 **Section 6.7.2.**

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

13  
14 **Section 6.7.3.**

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

17  
18 **Section 6.8. Flex Time.**

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

22  
23 Documentation of flex time will be made on the flex time form and signed by the employee and their  
24 supervisor. Adjustments to balance the additions/deletions shall occur prior to the last work day in  
25 May. Additional time worked during the school year that is not matched with additional time taken off  
26 during the school year will be paid with June payroll. Employees that don't make up deletions of work  
27 time will have their pay adjusted appropriately. Flex time and flex time adjustments shall not create  
28 overtime situations.

29  
30 **Section 6.9. Four (4) Day, Ten (10) Hour Workweek.**

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

38  
39 **Section 6.10. Compensatory Time.**

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

- 41
- 42 • Comp time is available at the discretion of the District. Compensation by overtime pay or  
43 comp time is at the discretion of the employee.
  - 44 • Comp time shall accrue at the rate of one and one-half (1 ½) times hours worked. Accrual of  
45 comp time shall not exceed forty (40) hours.
  - 46 • The District will document the accrual and use of comp time.
- 47

- Use of comp time shall be by mutual agreement between the supervisor and employee. There shall be no roll-over of comp time from one fiscal year to the next. Comp time earned but not taken will be compensated at the employee's overtime rate.

**Section 6.11. Contract Time Adjustment.**

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

**ARTICLE VII**

**HOLIDAYS AND VACATIONS**

**Section 7.1. Holidays.**

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

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

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

**Section 7.1.1. Worked Holidays.**

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

**Section 7.1.2. Holidays During Vacation.**

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

**Section 7.1.3. Working on a Holiday.**

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



1  
2 **Section 7.2. Vacations.**

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

- 5  
6 1-5 years – 10 Days  
7 6-8 years – 13 Days  
8 9-13 years – 15 Days  
9 14 years – 16 Days  
10 15 years – 17 Days  
11 16 years – 18 Days  
12 17 years – 19 Days  
13 18 years – 20 Days  
14 19 years – 21 Days  
15 20 years – 22 Days  
16 21 years – 23 Days  
17 22+ years – 24 Days  
18

19 Days awarded in excess of twenty (20) days shall be restricted to non-students days.

20  
21 Vacation pay for employees who do not work the entire year (September 1 through August 31) shall  
22 receive pro-rata vacation pay.

23  
24 **Section 7.2.1.**

25 Full time employees may be allowed to take a portion of their vacation during the time school  
26 is in session. The date of the vacation shall be mutually agreed to by the Supervisor and the  
27 employee in advance.

28  
29 To ensure appropriate building and/or department needs are met, all vacation requests must be  
30 approved by the supervisor in advance.

31  
32 **Section 7.2.2.**

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

38  
39 **Section 7.2.3.**

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

42  
43 **Section 7.2.4.**

44 Vacation credit currently due but unused by the new accrual date each year may be carried over  
45 for a maximum of thirty (30) working days (240 hours). The District will approve vacation  
46 requests in accordance with regulations outlined in WAC 357-31-215. If the District denies an  
47 employee's vacation request, and/or the district's work schedule prevents the employee's use of  
48 accrued vacation leave, and accrual places the employee over the maximum thirty (30) working



1 days, an extension for time over the accrual will be granted on a monthly basis or the employee  
2 may request cash out of up to a total of eighty (80) hours during the term of this three (3) year  
3 agreement. A statement of necessity will accompany each extension request.

4  
5 Time accrued over the maximum thirty (30) working days must be used before the next  
6 anniversary date. The District is concerned with employee well-being and encourages timely  
7 use of accrued vacation.

8  
9 **Section 7.2.5.**

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

12  
13 **Section 7.3. 261/262 Day Work Year.**

14 In the event the work year exceeds the two-hundred sixty (260) day normal work year, the District and  
15 Union will meet to discuss the impact of any proposed changes in work schedules regarding the 261st  
16 and 262nd work day. The scheduling of the 261<sup>st</sup> and 262<sup>nd</sup> day shall be by mutual agreement between  
17 the supervisor and the employee in advance. The following is a list of upcoming school years and their  
18 associated work days:

19 2017-2018 School Year – 261 Days  
20 2018-2019 School Year – 260 Days  
21 2019-2020 School Year – 261 Days  
22  
23  
24

25 **ARTICLE VIII**

26 **LEAVES**

27  
28  
29 **Section 8.1. Sick Leave (Illness or Injury).**

30 Sick leave shall be granted to each employee at the rate of one (1) day of sick leave for each calendar  
31 month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick  
32 leave per school year. New employees hired during the year shall receive prorated sick leave benefits.  
33 Sick leave shall be vested when earned and may be accumulated up to the legal maximum. The  
34 employee shall be entitled to the projected number of days of sick leave at the beginning of the school  
35 year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's  
36 normal daily work shift; provided, however that should an employee's normal daily work shift increase  
37 or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in  
38 accordance with the employee's normal daily work shift at the time the sick leave is taken, and the  
39 accumulated benefits will be expended on an hourly rather than a daily basis. After five (5)  
40 consecutive days of sick leave, a doctor's note may be required. In addition to emergencies as defined  
41 in Section 8.2, sick leave may be used for illness of, injury to, or disability of the employee.  
42

43 Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or  
44 injury, shall notify their immediate supervisor at the earliest possible moment stating the reason. For  
45 planned surgeries or anticipated disablements which will necessitate sick leave, the affected employee  
46 shall notify his or her immediate supervisor and the Personnel Office a reasonable time before the  
47 leave of the anticipated dates during which leave will be required, usually thirty (30) days in advance  
48 for planned or anticipated disablements or maternity leave (Section 8.5.).

1  
2 **Section 8.1.1.**

3 An employee is authorized to utilize sick leave for the following reasons: to provide care for a  
4 family member with mental or physical illness, injury or health condition; care of a family  
5 member who needs medical diagnosis, care or treatment of a family member who needs  
6 preventative medical care with a mental or physical illness, injury or health condition. Family  
7 means any of the following:  
8

- 9 A. A child including a biological, adopted or foster child, stepchild or a child to whom  
10 the employee stands in loco parentis, is legal guardian, or is a de facto parent,  
11 regardless of age or dependency status;  
12 B. A parent, including a biological, adoptive, de facto or foster parent, stepparent or  
13 legal guardian of an employee or the employee’s spouse or registered domestic  
14 partner, or a person who stood in loco parentis when the employee was a minor child;  
15 C. A spouse  
16 D. A registered domestic partner  
17 E. A grandparent  
18 F. A grandchild; or  
19 G. A sibling.  
20

21 **Section 8.1.2.**

22 In the event an employee terminates employment after having used more sick leave days than  
23 would have otherwise been earned, an adjustment to salary due but unpaid, or other procedures  
24 for repayment, will be implemented as appropriate.  
25

26 **Section 8.1.3.**

27 At the time of separation from school district employment due to retirement or death, an  
28 employee eligible to retire or the employee’s estate shall receive remuneration at the rate equal  
29 to one (1) day’s current monetary compensation for each four (4) days accrued sick leave.  
30

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

32 In January of the year following any year in which the minimum of sixty (60) days of sick  
33 leave is accrued, and each January thereafter, any eligible employee may exercise an option to  
34 receive remuneration for unused sick leave accumulated in the previous year at the rate equal to  
35 one (1) day monetary compensation of the employee for each four (4) full days of accrued sick  
36 leave in excess of sixty (60) days. Sick leave for which compensation has been received shall  
37 be deducted from accrued sick leave at the rate of four (4) days for every one (1) day monetary  
38 compensation. Employees shall receive payment for their accumulated sick leave no later than  
39 their March paycheck.  
40

41 **Section 8.1.5.**

42 Employees who have accrued sick leave while employed by an approved public entity in the  
43 State of Washington may transfer accrued sick leave balance upon employment with the  
44 District in accordance with RCW 28A.400.300. Verification forms will be the responsibility of  
45 the employee and will be provided upon request.  
46



1 **Section 8.2. Emergency Leave.**

2 Emergencies are those events which are suddenly precipitated, or which is of such a nature that  
3 preplanning could not relieve the necessity for the absence. The problem must be one of major  
4 importance and not a mere convenience. Emergency leave shall be non-cumulative and shall be  
5 charged against sick leave. Additional time may be granted by the Superintendent.  
6

7 In case of emergency as defined above, it shall be the responsibility of the employee to notify their  
8 immediate supervisor as soon as possible regarding their absence. In order to be eligible for  
9 emergency leave, written application to the Superintendent/designee must be made within fourteen  
10 (14) days of return to work. Determination of approval will be by the Superintendent/designee based  
11 on preceding criteria; such emergency leave will be limited to a maximum of four (4) days per year.  
12 Additional paid time may be granted by the Superintendent/designee.  
13

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

15 Effective January 20, 2020, employees may qualify for state benefits as soon as the eligibility  
16 requirements are met (820 hours worked) and may be eligible to receive up to twelve (12) weeks of  
17 paid leave (or up to 18 weeks in some circumstances). The employee may apply to take paid medical  
18 leave or paid family leave to:  
19

- 20 A. Bond with a new child coming into the house through birth, adoption, or foster placement;
- 21 B. Care for the employee or family member during serious illness or injury.
- 22 C. Time to prepare for a family member’s pre- and post-deployment activities as well as time  
23 for childcare issues related to a family member’s military deployment.  
24

25 All paid work over the course of the year counts towards the 820 hours. Paid Family & Medical Leave  
26 (PFML) is an insurance program funded through premiums paid by employees and employers and  
27 administered by the Employment Security Department. While on leave, the employee is entitled to  
28 partial wage replacement and may supplement this benefit with other paid leave.  
29

30 **Section 8.3.1.**

31 In the event a regular employee is absent from work because of an L & I work-related injury, a  
32 temporary replacement may be used on a substitute basis. If the employee will be absent from  
33 work for an extended period of time (30 working days or more), the District will post a will  
34 consult with union leadership whether to post a “Leave Replacement” vacancy for the duration  
35 of the leave.  
36

37 Upon release to return to work, the regular employee will resume his/her regular work  
38 assignment and schedule. If the regular employee is released to a “light duty” assignment only  
39 for a period of time, the District and employee’s supervisor shall review work assignment and  
40 schedule to determine if a “light duty” assignment can be accommodated. If “light duty”  
41 accommodation is made, a substitute or the leave replacement employee shall continue in  
42 current position until such time as the regular employee is released to regular duty  
43

44 **Section 8.4. On-The-Job-Injury/Illness.**

45 In the event an employee is absent for reasons which are covered by Industrial Insurance, the District  
46 shall pay the employee an amount equal to the difference between the amount paid the employee by  
47 the Washington State Department of Labor and Industries (L & I) and the amount the employee would  
48 normally earn to the limit of the accumulated temporary disability leave. The employee shall bring the



1 L & I check stubs or record of payment to the District Administrative Office. A deduction shall be  
2 made from the employee's accumulated temporary disability leave in accordance with the amount paid  
3 to the employee by the District.  
4

5 **Section 8.4.1.**

6 In the event a regular employee is absent from work because of an L & I work-related injury, a  
7 temporary replacement may be used on a substitute basis. If the employee will be absent from  
8 work for an extended period (30 working days or more), the District will consult with union  
9 leadership whether to post a "Leave Replacement" vacancy for the duration of the leave.  
10

11 Upon release to return to work, the regular employee will resume his/her regular work  
12 assignment and schedule. If the regular employee is released to a "light duty" assignment only  
13 for a period of time, the District and employee's supervisor shall review work assignment and  
14  
15 schedule to determine if a "light duty" assignment can be accommodated. If "light duty"  
16 accommodation is made, a substitute or the leave replacement employee shall continue in  
17 current position until such time as the regular employee is released to regular duty.  
18

19 **Section 8.5. Bereavement Leave.**

20 Up to five (5) days leave for each loss shall be granted per year in the event of death in the family of an  
21 employee. "Family" shall be interpreted as child, spouse, close personal relationship, parent, step-  
22 relative, grandparent, grandchild, sibling, brother or sister-in-law, parent-in-law, aunt or uncle. Such  
23 bereavement leave shall not be deducted from temporary disability leave. Bereavement leave is non-  
24 accumulative.  
25

26 An additional two (2) days, to be deducted from emergency leave, may be granted for extenuating  
27 circumstances (i.e., out-of-state travel) at the discretion of the Superintendent/designee. All  
28 bereavement leave shall be by notification and arrangement between the employee and  
29 principal/supervisor.  
30

31 **Section 8.6. Maternity Leave.**

32 An employee requesting maternity leave shall give written notice to the District as far in advance as  
33 possible and at least thirty (30) working days prior to commencement of the leave. The request for  
34 leave should include: A) anticipated date of birth, B) estimated date leave is to begin; and C) estimated  
35 date of return from leave.  
36

37 The employee may continue to work until, in the judgment of the employee's physician, her work or  
38 her health are in any way impaired by her condition.  
39

40 Sick leave shall be granted, if the employee is eligible for such, for the time the employee's physician  
41 certifies that the employee is unable to perform her normal duties as an employee because of her health  
42 or disability.  
43

44 Employees may use maternity leave in conjunction with an unpaid leave of absence as provided in  
45 Section 8.7.  
46  
47  
48

1 **Section 8.7. Paternity Leave.**

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

6  
7 **Section 8.8. Adoptive Leave.**

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

10  
11 The District shall be notified when adoption proceedings have begun and the leave shall begin at the  
12 natural break in the school year or on a mutually agreed upon date.

13  
14 At the discretion of the District, adoption leave may extend up to ninety (90) days beyond the initial  
15 ninety (90) day leave. The exact date of the employee’s return will be determined in consultation with  
16 the Superintendent/designee and the employee’s immediate supervisor.

17  
18 In the event adoptive parents are both employees of the District, they shall together be entitled to a  
19 total of ninety (90) days leave and leave shall be granted to only one (1) parent at a time.

20  
21 **Section 8.9. Childcare Leave.**

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

24  
25 The leave request shall be directed to the Superintendent/designee. Such request shall be made in  
26 writing as soon as the employee knows that a leave will be requested and no later than thirty (30) days  
27 before the anticipated delivery date. The request shall state the dates during which the employee  
28 intends to take childcare leave.

29  
30 **Section 8.10. Leave of Absence.**

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

36  
37 **Section 8.10.1.**

38 An employee returning from a Board approved leave of absence shall be assigned to the  
39 position occupied before the leave of absence. In the event the position does not exist in the  
40 District, the employee will be assigned to a position substantially comparable to the position  
41 held before the leave of absence.

42 Current employees shall be allowed to move to a leave of absence assignment (subject to  
43 seniority provisions in Section 9.5.), provided that only one (1) such employee may do so for  
44 each leave of absence.

45  
46 **Section 8.10.2.**

47 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while  
48 on leave of absence. However, vacation credits, sick leave and seniority shall not accrue while



1 the employee is on a leave of absence; provided, however, that if such leave is approved for  
2 industrial accident or industrial illness, seniority shall accrue.

3  
4 **Section 8.11. Judicial Leave.**

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

9  
10 **Section 8.12. Personal Leave.**

11 Two (2) days of personal leave, with pay, shall be granted each year. New employees hired after  
12 December 31 but before the end of the current school year shall be granted one (1) personal leave day  
13 for the balance of the school year.

14  
15 Personal leave is not intended to be used for other employment or to extend a vacation or holiday.

16  
17 Application for personal leave shall be processed forty-eight (48) hours in advance (unless personal  
18 leave is being utilized in conjunction with bereavement, maternity or paternity leave). Personal leave  
19 may not be used during the first five (5) or the last ten (10) workdays of the student school year. The  
20 District may exercise the option to limit personal leave to five (5%) percent of the represented  
21 employee work force, except for the months of April, May and June, when the District may limit  
22 personal leave to no more than two (2) employees per work site. However, in extraordinary  
23 circumstances (i.e., child's graduation), the Superintendent/designee may grant personal leave beyond  
24 the above requirements.

25  
26 Employees may carry over up to two (2) leave days not to exceed a total of four (4) personal leave  
27 days in any one (1) year.

28  
29 Any year round employee having the value for more than two (2) days of personal leave in their  
30 balance as of August 1 will have the hours above two (2) days deducted and will be paid their hourly  
31 rate for the hours above the two (2) days from the prior year with the August payroll. Any school year  
32 employee having the value for more than two (2) days of personal leave in their balance as of June 30  
33 will have the hours above two (2) days deducted and will be paid their hourly rate for the hours above  
34 two (2) days from the prior year with the July payroll.

35  
36 Appropriate work plans shall be prepared by the employee and left for the employee's substitute prior  
37 to the leave date.

38  
39 **Section 8.13. Leave Sharing.**

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

42  
43 Employees may donate annual or sick leave to a fellow employee who is suffering from or has a  
44 relative or household member suffering from an extraordinary or severe illness, injury, impairment, or  
45 physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault,  
46 or stalking; or a fellow employee who has been called to service in the uniformed services, which has  
47 caused or is likely to cause the employee to take leave without pay or terminate his or her employment.



1 **Section 8.14. Leave Replacement.**

2 If the District has notice that an employee will be absent for an extended period of time (thirty (30)  
3 working days or more), the District will post a "Leave Replacement" vacancy for the duration of the  
4 absence if a replacement is used.  
5  
6  
7

8 **ARTICLE IX**

9  
10 **PROBATION, SENIORITY, LONGEVITY AND LAYOFF PROCEDURES**  
11

12 **Section 9.1.**

13 The seniority of an employee within the bargaining unit shall be established as of the date on which the  
14 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be  
15 lost as hereinafter provided.  
16

17 **Section 9.2.**

18 Each new hire shall remain in a probationary status for a period of not more than ninety (90) work days  
19 following the hire date. The employee shall receive an evaluation after sixty (60) work days in the  
20 presence of their supervisor. During this probationary period the District may discharge such employee  
21 at its discretion.  
22

23 **Section 9.3.**

24 Upon completion of the probationary period, the employee will be subject to all rights and duties  
25 contained in this Agreement retroactive to the hire date.  
26

27 **Section 9.4.**

28 The seniority rights of an employee shall be lost for the following reasons:  
29

- 30 A. Discharge for justifiable cause;
- 31 B. Resignation from employment;
- 32 C. Retirement; or
- 33 D. Change in job classification within the bargaining unit as hereinafter provided.  
34

35 In the event that two (2) or more employees have the same hire date, seniority shall be decided by  
36 drawing numbers. The employee drawing the highest number shall have greater seniority. The  
37 District and PSE will make every effort to ensure that employees listed as having identical hire dates  
38 are accurate. Such determination shall be final in all future determinations of seniority.  
39

40 **Section 9.4.1.**

41 Seniority rights shall not accrue for the following reasons, without limitations:  
42

- 43 A. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
44 United States;
- 45 B. Time spent on other authorized leaves; or
- 46 C. Time spent in layoff status as hereinafter provided in Sections 9.6 through 9.6.3.  
47



1           **Section 9.4.2.**

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

4  
5           **Section 9.5.**

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

9  
10          **Section 9.6.**

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

14  
15          If the District determines that seniority rights should not govern because a junior or outside applicant  
16          has demonstrated ability, performance and/or qualifications related to the job description and/or  
17          posting, substantially greater than a senior employee, the District shall set forth in writing to the  
18          employee or employees its reasons why the senior employee or employees were bypassed. The  
19          District shall also notify the Association President(s) in writing of the bypass. Disputes regarding  
20          qualifications shall be resolved through the grievance procedure (Article XII).

21  
22          **Section 9.6.1. Higher Level Positions.**

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

25  
26          **Section 9.6.2.**

27          The District shall publicize all new and open positions that are part of the bargaining unit for at  
28          least five (5) days prior to any selection process occurring. All postings will list necessary job  
29          qualifications and all qualified employees can apply and will be considered for all open  
30          positions. Employees may submit a position bid form noting the specific position for which  
31          they are applying. The bid form must be submitted before the posting closes. A copy of the  
32          job posting shall be forwarded to the President(s) of the Association and shall be posted at each  
33          building/worksite. If the most senior applicant will be awarded the position based upon their  
34          demonstrated ability to meet the job qualifications, supervisors may waive interviews with  
35          other in-district applicants. The District may also limit the number of candidates interviewed.  
36          If the number of candidates is limited, the District shall interview all of the candidates meeting  
37          the minimum qualifications who are more senior to the least senior candidate interviewed.  
38          When both parties agree, members of a particular position within a classification may attend a  
39          District meeting to bid for positions that are open or vacant or may become available due to the  
40          previous set bidding. Bidding will be awarded based on seniority.

41  
42          **Section 9.6.3. Lateral Positions.**

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

1 **Section 9.6.4.**

2 Increases of one (1) hour or more to a job assignment during any school year shall be  
3 considered a new position and shall be posted in accordance with the terms of this Agreement.  
4

5 Additional work time of less than one (1) hour shall be offered within building by seniority  
6 where current schedules are not disrupted.  
7

8 **Section 9.6.5.**

9 Decreases of one (1) hour or more to a job assignment during any school year shall allow the  
10 affected employee to bump a less senior employee in an equivalent position within their  
11 classification. Within five (5) working days following notification of reduction, said employee  
12 must submit a written request to bump.  
13

14 **Section 9.7.**

15 Employees who change job classifications within the bargaining unit(s) shall retain their hire date in  
16 the previous classification for a period of one (1) year, notwithstanding that they have acquired a new  
17 hire date and a new classification.  
18

19 **Section 9.7.1.**

20 Employees changing job classifications must resign their current position, using the position  
21 resignation form or by submitting a written letter of resignation from their current position. All  
22 rights afforded in Section 9.9 shall apply.  
23

24 **Section 9.7.2.**

25 Employees working in more than one general job classification shall enjoy seniority for all such  
26 work concurrently, so long as they continue to work in those classifications.  
27

28 **Section 9.7.3.**

29 Employees in the Custodial classification who are employed less than two hundred sixty (260)  
30 days shall be given first opportunity, by seniority, to work all additional summer custodial  
31 hours.  
32

33 Work during other break times, overtime/additional hours during the school year, and  
34 reassignments due to short term absences will be first assigned within the building by seniority.  
35

36 **Section 9.7.4. Rental Monitor.**

37 The process for assigning rental monitors will occur in the following sequence:  
38 Custodians assigned to the site of the rental will be offered the monitor assignment first, based  
39 upon seniority. When offered a rental monitoring assignment, whether accepted or declined,  
40 that employee moves to the bottom of the list of interested staff at their site.  
41

42 If no custodians assigned to the site of the rental desires the assignment, it will be offered to the  
43 custodian that expressed interest in rental monitoring outside of their assigned site, based upon  
44 seniority (see attached list) When offered a rental monitoring assignment, whether accepted or  
45 declined, that employee moves to the bottom of the list of interested staff. This process is  
46 excluded for situations of emergency or short-term notice. Short-term notice is defined as  
47 rentals contracted five working days or less from the date of the event.  
48



1 **Section 9.8. Longevity.**

2 Longevity is defined as the total years of service as an employee for any Washington State school  
3 district. When an employee leaves a school district within the State and commences employment with  
4 the Mount Vernon School District, the employee shall be granted Schedule A placement, vacation and  
5 sick leave benefits as an employee in the Mount Vernon School District who has similar occupational  
6 status and total years of service.  
7

8 **Section 9.8.1.**

9 If the District has a different system for computing leave benefits, and other benefits, then the  
10 employee shall be granted the same leave benefits and other benefits as an employee in the  
11 District who has similar occupational status and total years of service.  
12

13 **Section 9.9.**

14 The Association and the District have a mutual interest in supporting professional growth for  
15 employees. Creating a system that supports job advancement opportunities is one way to support  
16 professional growth. Job advancement shall be defined as obtaining a position in a higher  
17 classification on Schedule A than currently held by the employee. Given this mutual interest, the right  
18 for an employee to return to their previous job when advancement efforts are unsatisfactory, supports  
19 job advancement efforts, benefiting and protecting both the employee and the District.  
20

21 The following procedure is intended to outline the right for an employee to return to their previous job.  
22

- 23 1. Within twenty (20) working days after beginning in a new position, either the employee or their  
24 supervisor may direct a return to the employee's previous position.
- 25 2. During the twenty (20) day right to return period, the vacated position will not be filled on a  
26 permanent basis. The District may post the vacated position and conduct interviews, however,  
27 award of the position will be made after the twenty (20) day right to return period.
- 28 3. If an employee invokes the right to return option, the district may refer to the original posting  
29 applicant pool for additional consideration, or repost the vacancy.
- 30 4. The twenty (20) day right to return option does not apply to employees making a lateral  
31 position change such as custodian to custodian, etc.  
32

33 Additionally, training opportunities for all Association members will be made available. This includes  
34 the opportunity to access training that may be primarily intended for another job classification (food  
35 service workers may attend training primarily intended for instructional assistants). While there may  
36 be circumstances that limit access to specific training offerings, such as costs or timing, every effort to  
37 notify all Association members of all District training will occur. This will include information for the  
38 PSE bulletin boards, utilization of e-mail, utilization of the District's on-line training calendar,  
39 utilization of PSE newsletters, and District-mailed flyers (hard copy).  
40

41 **Section 9.10. Layoffs.**

42 When it is necessary to reduce the working force, the following procedures will be followed:  
43

- 44 A. The District shall determine the reductions necessary in any and all job classifications.
- 45 B. Employees will be given two (2) weeks notice prior to layoff.
- 46 C. The District shall determine the level of reduction in the job classifications and reduce  
47 based upon seniority to reach that level.  
48

- 1 D. An employee whose position is being eliminated may bump a less senior employee in an  
2 equivalent position within their classification or to a position with a lesser pay rank as listed  
3 in Schedule A. Within five (5) working days following notification of reduction, said  
4 employee must submit a written request to bump.  
5

6 **Section 9.10.1. Recalls.**

7 Employees who have been laid off will be placed on a recall list. This list will be maintained  
8 by the District for eighteen (18) months following the reduction. Recalls from this list will  
9 follow these procedures:  
10

- 11 A. Persons on the recall list must have completed the probationary period.  
12 B. Persons on the recall list shall provide the District with their current address and telephone  
13 number(s). Employees may also provide a current e-mail address to the District. All  
14 information and preferences of notification method must be provided in writing to the  
15 District personnel office. It is the employee's responsibility to notify the District, in writing  
16 of any change of address, phone number(s) or e-mail address.  
17 C. When a position comes open, current employees will have first opportunity to be selected  
18 through the position bid process.  
19 D. Following the above process, the District will notify the senior person on the recall list  
20 when an equivalent position comes open in their classification.  
21 E. An employee on layoff status who rejects an offer reemployment shall forfeit rights to  
22 reemployment with the District, provided that such employee is offered a position  
23 substantially equal in time (loss no greater than thirty (30) minutes) to that held prior to  
24 layoff.  
25 F. An employee on layoff status shall forfeit rights to reemployment with the District if the  
26 employee does not respond to an offer of reemployment within five (5) working days.  
27

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

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

- 31 A. A list shall be maintained by building, noting total time reductions by employee name and  
32 date of reduction.  
33 B. The District will make all reasonable efforts to restore time in a building to affected  
34 employees in that building, in consultation with the Association before additional time is  
35 posted.  
36 C. Whenever possible, time will be restored as first lost, first restored.  
37

38 **Section 9.12 Discipline and Discharge.**

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

43 **Section 9.13.**

44 An employee who resigns will give, by written notice to the Superintendent or designee, two (2) weeks  
45 notice of resignation.  
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48

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**ARTICLE X**

**INSURANCE**

**Section 10.1.**

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

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

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

**Section 10.1.1. Eligibility.**

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

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

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

**Section 10.1.2. Dependent Coverage.**

The following dependents are covered within SEBB programs:

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

1 **Section 10.1.3. Leaves.**

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

12 **Section 10.1.4. Benefit Enrollment/Start.**

13 Benefit coverage for new employees will begin the first day of the month following the  
14 first day of work when it is expected that the employee will work 630 hours, except  
15 during the month of September when the employee's benefit coverage will begin in September  
16 if the employee is expected to work 630 hours or more during the school year and that  
17 employee begins on or before the first day of school in September.

18  
19 Employees previously employed by a SEBB employer and eligible for SEBB coverage in the  
20 month prior to the first day of work will have uninterrupted benefit coverage if they meet the  
21 eligibility requirements above.  
22

23  
24 Should an employee who previously was not expected to be eligible for benefits under SEBB  
25 work 630 hours in one year, the employee will become eligible for benefits to begin the  
26 month after 630 hours.  
27

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

29 Any employee terminating employment shall be entitled to continue receiving the District  
30 insurance contribution for the remainder of the calendar month in which the contribution is  
31 effective. In cases where separation occurs after completion of full contract obligation (i.e. the  
32 end of the student school year in June) benefit coverage will continue until August 31, unless  
33 the effective date of the employee's resignation occurs in June or July.  
34

35 **Section 10.1.6. Legislative Changes.**

36 If the Washington State Legislature changes provisions of the SEBB to allow for changes in  
37 employer contributions towards elective benefits, or substantially changes the medical  
38 coverage provisions, either party can reopen this agreement for negotiation over the changes  
39 to the extent allowed by law.  
40

41 All of the provisions of Article X related to insurance shall be interpreted consistent with the  
42 rules, regulations, and guidelines of the SEBB.  
43

44 **Section 10.2.**

45 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan  
46 approved by the District and in keeping with District policy. On receipt of a written authorization, the  
47 District shall make the requisite withholding adjustment and deductions from the employee's salary.  
48



1 **Section 10.3.**

2 The District shall provide tort liability coverage for all employees subject to this Agreement.  
3  
4

5  
6 **ARTICLE XI**

7  
8 **ASSOCIATION MEMBERSHIP**

9  
10 **Section 11.1. Membership.**

11 The District and PSE/SEIU1948 understand that at the center of our labor management relationship is  
12 the shared interest in providing the best services to the public. Therefore, it is the expectation of both  
13 PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of  
14 union membership and respect all employees decisions to join and maintain membership in their  
15 exclusive professional advocacy organization PSE/SEIU1948 pursuant to RCW 41.56.140. All  
16 bargaining unit employees shall have the option of joining and maintaining membership in  
17 PSE/SEIU1948 upon employment with the District.  
18

19 **Section 11.2. Membership Rescission.**

20 Union members requesting to rescind membership and membership rights in their exclusive  
21 professional advocacy organization shall make such request in writing to PSE/SEIU1948, following  
22 the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing  
23 such conditions have been met, PSE/SEIU1948 shall inform the District of the employee’s non-  
24 member status consistent with the notification section 11.3.  
25

26 **Section 11.3. New Hire Notification.**

27 The District shall notify PSE/SEIU1948 and the agreed bargaining unit representative of all new hires  
28 within 10 days of hire date, or soon as practical, including name, home mailing address, job title, work  
29 email, work location and hire date.  
30

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

32 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
33 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
34 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
35 check separate from the Union dues transmittal check. PSE shall be responsible for drafting a  
36 mutually acceptable written authorization form and collecting and furnishing same to District for any  
37 interested employee. Section 11.5. of the Collective Bargaining Agreement shall apply to these  
38 deductions. The employee may revoke the request at any time. At least annually, the employee shall  
39 be notified by the PSE State Office about the right to revoke the request. The District shall not be  
40 obligated to make deductions of any kind under this Section 11 when the deduction would cause the  
41 employee’s pay to drop below the current federal or state minimum hourly wage requirement. Once  
42 any funds are remitted to PSE, their disposition thereafter shall be the sole and exclusive obligation  
43 and responsibility of PSE.  
44

45 **Section 11.5. Dues and Checkoff.**

46 PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees  
47 who are current members of PSE/SEIU1948, and shall provide updates, additions, and/ or other  
48 changes in membership status to the District upon request. The District agrees to accept dues





1 authorizations via voice authorization or by E-signature in accordance with “E-SIGN”. PSE/SEIU1948  
2 will provide a list of those members who have agreed to union membership via voice authorization. In  
3 addition, upon request, access to the District to the .wav files associated with the voice authorization.  
4 PSE/SEIU1948 will be the custodian of the records related to voice/E-signature authorizations. PSE  
5 agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-  
6 keeping of those records. The District shall deduct PSE dues from the pay of any employee who  
7 authorizes such deductions pursuant to RCW 41.56.110. The District shall transmit all such funds  
8 deducted to the Treasurer of Public School Employees of Washington on a monthly basis.

9  
10 **Section 11.5.1.**

11 Pursuant to HB 1575, PSE is the exclusive custodian of membership records. If there is any  
12 errors in dues collection because of information provided or not provided by PSE. PSE is  
13 entirely liable.

14  
15 **Section 11.6.**

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

19  
20  
21  
22 **ARTICLE XII**

23  
24 **GRIEVANCE PROCEDURE**

25  
26 **Section 12.1. Purpose.**

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

33  
34 **Section 12.1.1. Definitions.**

- 35  
36 A. Grievant: A grievant is an employee, or in the case of the Union’s contractual  
37 rights, the union.  
38 B. Grievance: A grievance is defined as a dispute involving the interpretation or  
39 application of the specific terms of this Agreement.  
40 C. Days: Days in this procedure are normal District office workdays.

41  
42 **Section 12.1.2. Timelines.**

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

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

4  
5 Failure on the grievant (employee or union) to present or proceed with a grievance within the  
6 specified or mutually extended time limits will render the grievance waived.

7  
8 **Section 12.2. Process.**

9  
10 **Section 12.2.1. Step 1. Informal Level. Submission of Grievance to Supervisor.**

11 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or  
12 twenty (20) days after the event is known or reasonably should have been known, the employee  
13 shall attempt to resolve the grievance informally with their immediate supervisor or designee.  
14 The immediate supervisor shall respond informally within ten (10) days of the employee's  
15 presentation. The informal presentation and response at this level may be oral or written.

16  
17 In presenting the grievance, the employee may be accompanied by a representative of the union  
18 at all steps of the grievance.

19  
20 **Section 12.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.**

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

- 24  
25 A. A statement of the alleged grievance including the facts upon which the grievance was  
26 based;  
27 B. Reference to the specific term(s) of the agreement which have been allegedly violated;  
28 and  
29 C. Remedy sought.

30  
31 The immediate supervisor shall inform the employee and the union in writing of the disposition  
32 of the grievance within fifteen (15) days of the presentation of the grievance. If an agreeable  
33 disposition has been made, the aggrieved party shall terminate the grievance in writing within  
34 ten (10) days.

35  
36 **Section 12.2.3. Step 3. Superintendent/Designee Level.**

37  
38 A. **Individual Grievance**

39 If the grievance is not settled at Step 2 and the Union believes the grievance to be valid, a  
40 written statement of the grievance shall be submitted within fifteen (15) days to the District  
41 Superintendent or the Superintendent's designee. After submission of the grievance, the  
42 parties will have fifteen (15) days to meet with the Superintendent or designee to resolve  
43 the grievance. A written statement of the disposition shall be given to the aggrieved and the  
44 union within fifteen (15) days of the meeting. If an agreeable disposition has been made,  
45 the aggrieved party shall terminate the grievance in writing within ten (10) days.

1           B. Union Grievance

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

12           **Section 12.2.4. Step 4. School Board.**

13           If no settlement is reached in Step 3 and the Union believes the grievance to be valid, a written  
14           statement of grievance shall be submitted within fifteen (15) days to the School Board, after  
15           receipt of the Superintendent's written response in Step 3. The grievance shall be heard at its  
16           next regular meeting, or at a special meeting to be held no more than twenty (20) days from  
17           submission of the written grievance to the Board. The grievant(s) shall be allowed to appear  
18           before the Board, and to provide a presentation to the Board in executive session. A disposition  
19           must be entered at the School Board level within fifteen (15) days of the conclusion of the  
20           meeting.  
21

22           **Section 12.2.5. Step 5. Arbitration.**

23           If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as  
24           outlined below:  
25

- 26
- 27           A. Written notice of a request for arbitration shall be made to the Superintendent within ten  
28           (10) days of receipt of the disposition letter at Step 4.
  - 29
  - 30           B. Arbitration shall be limited to issue(s) involving the interpretation or application of  
31           specific terms of this Agreement.
  - 32
  - 33           C. When a timely request has been made for arbitration, the parties shall attempt to select  
34           an impartial arbiter to hear and decide the particular case. If the parties are unable to  
35           agree to an arbiter within ten (10) days after submission of the written request for  
36           arbitration, the provisions of paragraph (d) below shall apply to the selection of an  
37           arbiter.
  - 38
  - 39           D. In the event an arbiter is not agreed upon as provided in paragraph (c) above, the parties  
40           shall jointly request the American Arbitration Association to submit a panel of seven (7)  
41           qualified neutrals. Such request shall state the issue of the case and ask that the  
42           nominees be qualified to handle the type of case involved. When notification of the  
43           seven (7) arbiters is received, the parties shall each independently strike from the list  
44           those unacceptable arbiters and shall rank, in order of preference, the remaining  
45           arbiters. From among the mutually acceptable arbiters, the one with the lowest  
46           combined preference number shall be the arbiter. In the event there are no mutually  
47           acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name

1 from the panel until only one (1) name remains. The remaining person shall be the  
2 arbiter. The right to strike the first name from the panel shall be determined by lot.  
3

4 E. In the event either party is dissatisfied with the credentials of the arbiters whose names  
5 are on the first panel offered by the American Arbitration Association, such party can  
6 summarily reject that panel and insist on a second panel. Selection must be made from  
7 the second panel.  
8

9 F. Arbitration proceedings shall be in accordance with the following:  
10

- 11 1. The arbiter, once appointed, will inform the parties as to the procedures which will  
12 be followed.
- 13 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and  
14 shall be empowered to request, through subpoena if necessary, such data and  
15 testimony as the arbiter deems pertinent to the grievance and shall render a decision  
16 in writing to both parties within thirty (30) days, unless mutually extended, of the  
17 closing of the record.
- 18 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)  
19 presented for arbitration which decision shall be final and binding on both parties.
- 20 4. The arbiter shall rule only on the basis of information presented at the hearing and  
21 shall refuse to receive any information after the hearing except by mutual  
22 agreement.
- 23 5. Each party to the proceedings may call such witnesses as may be necessary in the  
24 order in which their testimony is to be heard. Such testimony shall be limited to the  
25 matters set forth in the written statement of the grievance. The arguments of the  
26 parties may be supported by oral comment and rebuttal. Either or both parties may  
27 submit written briefs within a time period mutually agreed upon. Such arguments of  
28 the parties, whether oral or written, shall be confined to and directed at the matters  
29 set forth in the grievance.
- 30 6. Each party shall pay any compensation and expenses relating to its own witnesses or  
31 representatives.
- 32 7. The arbiter shall specify in the award that the Employer or the Union, whichever is  
33 ruled against by the arbiter, shall pay the compensation of the arbiter including  
34 necessary expenses.
- 35 8. The total cost of the stenographic record, if requested, will be paid by the party  
36 requesting it. If the other party also requests a copy, that party will pay one-half  
37 (1/2) of the stenographic cost.  
38

### 39 **Section 12.3. Binding Effect of Award.**

40 All decisions arrived at under the provisions of this Article by the representatives of the Employer and  
41 the Union at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties; provided,  
42 however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to  
43 alter this Agreement in whole or in part.  
44

#### 45 **Section 12.3.1. Limits of the Arbiter.**

46 The arbiter cannot order the Employer to take action contrary to the law.  
47

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

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

5  
6 **Section 12.3.3. Freedom from Reprisal.**

7 There will be no reprisals against the grievant or others as a result of his/her participation in  
8 this process.

9  
10 **Section 12.3.4. Timelines.**

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

13  
14 **Section 12.4. Grievance Release Time.**

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

20  
21  
22  
23 **ARTICLE XIII**

24  
25 **SALARIES AND EMPLOYEE COMPENSATION**

26  
27 **Section 13.1.**

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

30  
31 **Section 13.2.**

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

34  
35 Salary improvement, during the duration of this Agreement, shall be provided to the extent authorized  
36 and funded by the legislature, exclusive of earned increments.

37  
38 **Section 13.3.**

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

42  
43 **Section 13.4.**

44 Incremental steps, where applicable, shall take effect on September I of each year during the term of  
45 this Agreement; provided, the employee has been actively employed continuously for at least one-half  
46 (1/2) of the previous employment year.



1 **Section 13.5.**

2 Any employee who changes job positions within a classification shall receive full longevity credit  
3 regarding step placement on Schedule A.  
4

5 **Section 13.6.**

- 6
- 7 A. Mechanics who are subject to this Agreement shall receive reimbursement of up to one  
8 thousand dollars (\$1000) annually, for the purchase of new and replacement tools and  
9 properly rated boots.  
10
- 11 B. Maintenance employees subject to this Agreement shall receive reimbursement of up to two  
12 hundred fifty dollars (\$250) annually for work-related clothing.  
13
- 14 C. Food Service workers shall receive reimbursement for the cost of a renewal of food  
15 handler's cards.  
16
- 17 D. Head Custodians at large campuses (High School and Mount Baker/Commons) shall receive  
18 an annual stipend of \$2,000.  
19
- 20 E. The district-assigned employee to coordinate wood floor refinishing shall receive an annual  
21 stipend of \$500.  
22
- 23 F. Upon approval of their supervisor, employees may complete course training requirements  
24 on district-paid time, if available for license/certification obtained by an employee in the  
25 performance of their assignment (such as ASE-Automotive Service Excellence, Electrician,  
26 Refrigeration, HVAC, Plumbing, Pesticide, NICET Fire Alarm systems). License/  
27 certification fees will either be paid by district purchase card or employee reimbursement.  
28
- 29 Employees who acquire and maintain the license/certification shall receive an annual stipend of  
30 \$1,000.  
31

32 **Section 13.7.**

33 Security Officers who are subject to this agreement shall receive reimbursement of up to \$100 annually  
34 for the purchase of work-related equipment.  
35

36 **Section 13.8.**

37 Employees who perform maintenance and installation on District fire systems must be certified NICET  
38 Level II or higher. Level I NICET certified employees may provide maintenance or installation of fire  
39 systems if supervised by the Level II (or higher) NICET certified employee.  
40

41 The District shall determine the number and level of NICET certified employees. Cost of NICET  
42 certification will be paid by the district. A minimum of three (3) months training is required for Level I  
43 NICET certification.  
44

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



1 **Section 13.9. Summer School.**

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

6  
7 Summer school employees will be paid an additional one dollar and fifty cents (\$1.50) per hour  
8 corresponding to their step placement and summer assignment to recognize the value of vacation pay,  
9 personal leave and sick leave. The holiday and vacation rate will not apply to substitutes employed in  
10 the summer program.

11  
12 **Section 13.10. Food Service Catering.**

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

15  
16 Employees interested in providing catering support will be placed on a catering list. Additional time  
17 for catering events will be offered by seniority at the catering site among those on the list. If no staff  
18 from the site accept the position, assignment will go by seniority based on the district-wide list.  
19 Seniority may be bypassed in order to ensure the needed skills and experience necessary for the event.  
20 The District will specify such skills and experience in a written communication to the bypassed  
21 employee. Disputes over determinations concerning the necessary skills and experience shall not be  
22 eligible for arbitration. Hours offered will not place the employee into overtime status for that week  
23 (over 40 hours per week) without District approval.

24  
25  
26 This process excludes emergency or short-term notice events. Short term is defined as catering  
27 requests contracted five (5) working days or less from the date of the event.

28  
29  
30  
31 **ARTICLE XIV**

32 **TRAINING/PROFESSIONAL DEVELOPMENT**

33  
34  
35 **Section 14.1. Professional Development.**

36 The District recognizes that employees desire to improve and broaden their work skills and training.  
37 Therefore, a staff development fund for classified employees of two thousand (\$2,000) dollars will be  
38 available each year. The District shall carryover any unused funds from year to year for a maximum of  
39 three-thousand (\$3,000.00) dollars. The District agrees to add \$3,000, up to \$8,000 on an annual basis  
40 strictly for use by employees in the Technology classification. The District shall carryover any unused  
41 funds. A fund balance report will be provided to the PSE Chapter President(s) bi-monthly. In the  
42 event of a levy failure, there will not be money placed into the staff development fund, for that year,  
43 but any fund balance from the rollover, shall be made available for employee's use.

44  
45 A variety of training opportunities may be developed and offered. If the District requires attendance of  
46 the employee, regular salary rates will be paid. In no event, will overtime rates be paid. If attendance  
47 is voluntary, the employee may utilize this fund for payment of tuition, travel expenses, substitute  
48 expenses, and materials required for such attendance.





1  
2 Employees may request staff development funds by filling out a Staff Development Request Form.  
3 Such application must be approved by the employee’s supervisor, the PSE Chapter President(s) and  
4 final approval will be granted by the Superintendent/designee.

5  
6 Employees required by the District or by State regulations to attend training (including first aid  
7 training), receiving required certification, or being recertified, as a condition of employment, shall be  
8 reimbursed for all fees, costs and/or expenses. Those employees that choose not to attend District  
9 provided training sessions when scheduled shall be required to pay for their registrations in other  
10 locations unless attendance and payment is pre-approved by the Superintendent/designee. Employees  
11 shall also be compensated for all time expended as “hours worked” pursuant to Article XIII, Section  
12 13.1.

13  
14 **Section 14.2.**

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

19  
20 **Section 14.3. All Staff Orientation.**

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

25  
26 New employees will be paid for any additional required training that is part of their induction to the  
27 District, unless this occurs during the employee’s normal work hours. Meetings regarding benefit/pay  
28 information are on a non-paid basis.

29  
30 PSE packets shall also be provided to new classified employees at the new employee orientation.

31  
32  
33  
34 **ARTICLE XV**

35  
36 **TERM AND SEPARABILITY OF PROVISIONS**

37  
38 **Section 15.1.**

39 The term of this Agreement shall be September 1, 2020 through August 31, 2022. The parties  
40 mutually agree to the following salary increases for the duration of the agreement:

41  
42 Year 1 (2020-2021) – inclusive of 1.6% IPD; percentage increase to be applied across all cells, for  
43 each job category and classification:

- 44 • Custodian: 7.5%  
45 • Food Services: 12.0%  
46 • Transportation Shop: 11.7%

- 1 • Technology:
  - 2 • Network Support Specialist: 7.6%
  - 3 • Education Technology Assistant: 10.8%
  - 4 • SIS: 4.5%
- 5 • Maintenance:
  - 6 • Carpenter, Mechanical/Heating, Painter Roofer: 10.9%
  - 7 • Maintenance/Utility (percentage applied to all other positions identified in Schedule A
  - 8 under Maintenance): 5.0%
- 9 • Security: 4.0%. In addition, the parties agree to meet during the 2020-21 school year
- 10 regarding security staff training and to update/revise job descriptions.

11  
 12 Year 2 (2021-2022) Salary Increase – 6 % inclusive of IPD; percentage increase to be applied across  
 13 all cells, for each job category and classification. Schedule A for 2020-2021 and 2021-2022 are  
 14 attached.

15  
 16 **Section 15.2.**

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

19  
 20 **Section 15.3.**

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

23  
 24 **Section 15.4.**

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

27  
 28 **Section 15.5.**

29 Neither party shall be compelled to comply with any Provision of this Agreement which conflicts with  
 30 State or Federal statutes or regulations promulgated pursuant thereto.

31  
 32 **Section 15.6.**

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



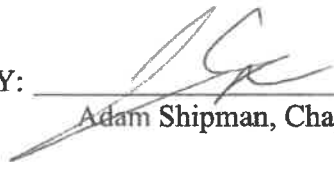
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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

MOUNT VERNON M&O CHAPTER #819

MOUNT VERNON SCHOOL DISTRICT #320

BY:   
Adam Shipman, Chapter President

BY:   
Ismael Vivanco, Ed. D, Superintendent

DATE: 11/16/2020

DATE: 11/16/2020



MOUNT VERNON SCHOOL DISTRICT  
 CUSTODIAL, MAINTENANCE, FOOD SERVICE, TRANSPORTATION MECHANICS & TECHNOLOGY  
 September 1, 2020 – August 31, 2021

<b>Schedule A / 2020-2021</b>						
<b>PSE 2-Custodian/Maint/Food Service/Mech/Tech</b>	<b>Sub</b>	<b>Step 1 Years 0-3</b>	<b>Step 2 Years 4-7</b>	<b>Step 3 Years 8-11</b>	<b>Step 4 Years 12-15</b>	<b>Step 5 Years 16+</b>
<b>Custodial</b>		Summer School Differential for contracted employees: \$1.50/hr			Custodian Shift Differential: \$.30/hr	
Head Custodian-High School		25.56	26.11	26.69	27.26	27.81
Head Custodian-Middle School		25.02	25.55	26.09	26.62	27.15
Head Custodian-Elementary School		24.77	25.34	25.89	26.46	27.00
Head Custodian-HS Gym Custodian		25.02	25.55	26.09	26.62	27.15
Custodian (includes Gym Custodian)	21.96	22.97	23.49	23.98	24.50	24.99
Assistant/Summer Custodian		15.72	16.14	16.56	17.02	17.48
Facility Monitor		15.72	16.14	16.56	17.02	17.48
<b>Maintenance</b>						
Carpenter		33.66	34.61	35.58	36.51	37.45
Grounds		25.54	26.15	26.68	27.24	27.77
Mechanical/Heating		33.66	34.61	35.58	36.51	37.45
Painter/Roofer		33.66	34.61	35.58	36.51	37.45
Athletic Program Support/Maintenance		28.73	29.43	30.11	30.72	31.31
Maintenance/Utility		28.73	29.43	30.11	30.72	31.31
Assistant Maintenance/Utility/Courier		23.04	23.55	24.07	24.41	24.74
Warehouse Inventory		28.73	29.43	30.11	30.72	31.31
<b>Security</b>						
Security Lead		27.78	28.42	29.06	29.62	30.18
Security Officer		26.22	26.86	27.50	28.06	28.62
<b>Transportation Mechanics</b>						
Shop Foreman		32.48	33.61	34.35	35.07	35.80
Technician		29.63	30.39	31.16	31.94	32.69
Technician's Assistant		26.38	26.92	27.44	27.95	28.47
<b>Technology</b>						
Server/Infrastructure Specialist II		45.03	45.85	46.67	47.48	48.21
Server/Infrastructure Specialist I		42.72	43.48	44.28	45.04	45.81
Network Support Specialist		33.96	35.06	36.14	37.24	38.33
Bench Tech	26.69	28.14	29.01	29.88	30.75	31.61
Education Technology Assistant		28.14	29.01	29.88	30.75	31.61
<b>Food Services</b>						
Kitchen Manager		24.33	24.98	25.24	25.87	26.51
Head Cook		21.30	21.96	22.67	23.36	24.05
Large Kitchen-Assistant Head Cook		21.28	21.91	22.53	23.16	23.79
Assistant Cook		20.78	21.38	21.99	22.59	23.20
Food Service Assistant	18.12	18.74	19.36	20.00	20.63	21.26
Warehouse/Food Service Driver		25.16	25.68	26.21	26.71	27.23
Catering ( <i>Median wage of FSA/HC</i> )		20.10	20.73	21.01	22.03	22.66



MOUNT VERNON SCHOOL DISTRICT  
 CUSTODIAL, MAINTENANCE, FOOD SERVICE, TRANSPORTATION MECHANICS & TECHNOLOGY  
 September 1, 2021 – August 31, 2022

**Schedule A / 2021-2022**

<b>PSE 2-Custodian/Maint/Food Service/Mech/Tech</b>	<b>Sub</b>	<b>Step 1 Years 0-3</b>	<b>Step 2 Years 4-7</b>	<b>Step 3 Years 8-11</b>	<b>Step 4 Years 12-15</b>	<b>Step 5 Years 16+</b>
<b>Custodial</b>	Summer School Differential for contracted employees: \$1.50/hr			Custodian Shift Differential: \$.30/hr		
Head Custodian-High School		27.10	27.68	28.29	28.90	29.48
Head Custodian-Middle School		26.52	27.09	27.66	28.21	28.78
Head Custodian-Elementary School		26.25	26.86	27.44	28.04	28.62
Head Custodian-HS Gym Custodian		26.52	27.09	27.66	28.21	28.78
Custodian (includes Gym Custodian)	23.28	24.35	24.90	25.42	25.97	26.49
Assistant/Summer Custodian		16.66	17.10	17.55	18.04	18.53
Facility Monitor		16.66	17.10	17.55	18.04	18.53
<b>Maintenance</b>						
Carpenter		35.68	36.69	37.71	38.70	39.70
Grounds		27.07	27.71	28.28	28.87	29.44
Mechanical/Heating		35.68	36.69	37.71	38.70	39.70
Painter/Roofer		35.68	36.69	37.71	38.70	39.70
Athletic Program Support/Maintenance		30.45	31.20	31.92	32.57	33.19
Maintenance/Utility		30.45	31.20	31.92	32.57	33.19
Assistant Maintenance/Utility/Courier		24.42	24.96	25.51	25.88	26.22
Warehouse Inventory		30.45	31.20	31.92	32.57	33.19
<b>Security</b>						
Security Lead		29.45	30.13	30.80	31.40	31.99
Security Officer		27.79	28.47	29.15	29.74	30.34
<b>Transportation Mechanics</b>						
Shop Foreman		34.43	35.63	36.41	37.18	37.95
Technician		31.41	32.22	33.03	33.85	34.66
Technician's Assistant		27.97	28.53	29.09	29.62	30.18
<b>Technology</b>						
Server/Infrastructure Specialist II		47.73	48.61	49.47	50.33	51.10
Server/Infrastructure Specialist I		45.28	46.09	46.93	47.74	48.56
Network Support Specialist		36.00	37.16	38.31	39.47	40.63
Bench Tech	28.29	29.83	30.75	31.68	32.59	33.51
Education Technology Assistant		29.83	30.75	31.68	32.59	33.51
<b>Food Services</b>						
Kitchen Manager		25.79	26.47	26.76	27.42	28.10
Head Cook		22.58	23.28	24.03	24.76	25.49
Large Kitchen-Assistant Head Cook		22.56	23.22	23.89	24.55	25.22
Assistant Cook		22.02	22.66	23.30	23.95	24.59
Food Service Assistant	19.21	19.86	20.53	21.20	21.87	22.53
Warehouse/Food Service Driver		26.66	27.22	27.78	28.31	28.86
Catering ( <i>Median wage of FSA/HC</i> )		21.31	21.98	22.27	23.35	24.02



MOUNT VERNON SCHOOL DISTRICT  
POSITION RESIGNATION FORM

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

Employee Name \_\_\_\_\_

Current Position \_\_\_\_\_  
(Position I am resigning from)

New Position \_\_\_\_\_

New Position start date \_\_\_\_\_

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

\_\_\_\_\_  
Employee's Signature



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

**1. Statement by Transferring Employee**

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

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

Former District: \_\_\_\_\_

District Full Address: \_\_\_\_\_

District Contact Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Employee ID or last four digits of SSN: \_\_\_\_\_

**2. Response by Former District**

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

\_\_\_\_\_ (District Name)

From \_\_\_\_\_ to \_\_\_\_\_ and that the following is true and correct:

**Total number of unused sick leave hours to be transferred:** \_\_\_\_\_

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

**Total amount of shared leave used during employment:** \_\_\_\_\_

Name of Certifying official (print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**3. Return this form to:**

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

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



## Classified Evaluation

Employee Name: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Site: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Evaluation Term: \_\_\_\_\_

*(School year or probationary)*

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

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

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

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

Comments: \_\_\_\_\_

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

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

Comments: \_\_\_\_\_

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

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

Comments: \_\_\_\_\_

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

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

Comments: \_\_\_\_\_

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

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

Comments: \_\_\_\_\_

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

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

Comments: \_\_\_\_\_

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

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

Comments: \_\_\_\_\_

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

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

Comments: \_\_\_\_\_

**Signatures on reverse**



## **Classified Evaluation**

Employee Name: \_\_\_\_\_  
Supervisor Name: \_\_\_\_\_ Site: \_\_\_\_\_  
Date of Evaluation: \_\_\_\_\_ Evaluation Term: \_\_\_\_\_  
*(School year or probationary)*

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The signature below does not necessarily imply that the employee agrees with the preceding report, only that he or she has seen and discussed it with the evaluator and/or supervisor.

Supervisor Signature: \_\_\_\_\_ Employee Signature: \_\_\_\_\_  
Administrator Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_