

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MOUNT VERNON SCHOOL DISTRICT, #320

AND

PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON M&O #819

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

SEPTEMBER 1, 2025 - AUGUST 31, 2028



Public School Employees of Washington / SEIU Local 1948

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DECLARATION OF PRINCIPLES

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

PREAMBLE

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

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

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

Section 1.3.

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

Section 1.3.1. Substitutes.

Substitute classified employees employed for more than thirty (30) days of work in one (1) classification within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes, are regular part-time employees of the District and shall be included in the bargaining unit.

The following provisions shall constitute the only terms of the Agreement that shall apply to bargaining unit substitutes:

Section 1.1. Recognition and Coverage of Agreement
Section 1.3. Recognition and Coverage of Agreement
Section 1.3.1. Recognition and Coverage of Agreement
Section 3.1. Rights of Employee
Section 3.4. Non-Discrimination
Section 4.1. Association Representation
Section 11.1. Self-Organization Rights
Section 13.1. Salaries and Employee Compensation
Section 13.2. Salaries
Section 15.1. Term and Separability of Provisions

Seniority will not be observed in any case for substitutes.

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

Application of Grievance Procedure.

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

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

Schedule A. Attached.

1 **Section 1.4.**

2 The District agrees to provide job descriptions for all positions covered by this Agreement to the
3 President(s) of the Association. If a new position is established by the District during the term of this
4 Agreement or if a current job description is significantly changed, the Agreement shall be reopened to
5 negotiate the wage. No new position shall be posted until a wage has been negotiated and agreed upon.
6

7 **Section 1.4.1. Job Review.**

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

16
17 **ARTICLE II**

18
19 **MANAGEMENT RIGHTS**
20

21 **Section 2.1.**

22 It is agreed that the customary and usual rights, powers, functions and authority of management are vested
23 in management officials of the District. Included in these rights in accordance with applicable laws,
24 regulations and the provisions of this Agreement is the right to direct the work force, the right to hire,
25 promote, retain and assign employees in positions; the right to suspend, discharge, demote or take other
26 disciplinary action against employees; and the right to release employees from duties because of lack of
27 work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District
28 operation by determining the methods, the means and the personnel by which such operation is conducted.
29

30 **Section 2.2.**

31 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
32 District. In making rules and regulations relating to personnel policies, procedures and matters of working
33 conditions, the District shall give due regard and consideration to the rights of the Association and the
34 employees and to the obligations imposed by this Agreement as well as the obligations imposed by District
35 policies and procedures and Washington State laws.
36

37 **Section 2.3.**

38 The Association agrees that there will be no strike, work stoppage or slowdown, boycott or picketing
39 against the District during the life of the Agreement. The District, in turn, agrees that there will be no
40 lockout during the life of this Agreement.
41

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

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

ADR's to ensure that each employee's driving record is in compliance with the recommendations of the District's property and liability insurer prior to employment. Employee's driving records that do not comply with said recommendations will be subject to revocation of District vehicle driving privileges up to/and including suspension or termination.

Employees who drive District vehicles and receive one (1) or more moving violations by law enforcement on their driving record within a twelve (12) month period shall report them to their supervisor or designee within the next workday. Any employee who drives a District vehicle and has their driver's license suspended or revoked must report it to their supervisor or designee within the next workday. Following such a report, the District may review whether just cause for discipline is present in accordance with Article 9, Section 12 of this Agreement. Such decisions will be based upon whether there is a sufficient connection between the employee's outside conduct and their employment and/or the employee's inability to fulfill their job responsibilities with suspensions or revocations of their approval to drive District vehicles.

VIOLATIONS *(not intended to be all-inclusive list):*

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

ARTICLE III

RIGHTS OF THE EMPLOYEE

Section 3.1.

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

Section 3.2.

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

Section 3.3.

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

1 **Section 3.4.**

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

8
9 **Section 3.5.**

10 The District shall maintain a single personnel file which shall be kept in the Personnel Office, and which
11 shall be controlled by the Superintendent or designee. Building administrators or supervisors may keep or
12 maintain "working files" relative to those employees for which they hold responsibility to evaluate. Such
13 working files are not part of the employee's personnel file, are subject to review upon request by the
14 employee, and are not of use within the disciplinary/grievance procedure unless formalized. In an effort to
15 address problem areas prior to formalization into personnel files, the following steps will be taken:

- 16
17 1. The District will make every effort to alert employees to any item that has a potential for discipline
18 in a timely manner.
19 2. The administrator or supervisor will offer/provide support through coaching, clarification of
20 procedures and/or additional information. Such support may extend into the next school year.
21 3. Should the employee refuse/decline the support, a written summary of the complaint will be placed
22 in the official Personnel File. Such summary will include employee signature of the complaint.
23 However, the signature does not represent employee agreement.

24
25 Working file material not formalized and introduced into the employee's personnel file within two (2) years
26 from the date of the event shall be destroyed.

27
28 **Section 3.5.1.**

29 Employees, upon request, have the right to inspect all contents of their complete personnel files kept
30 within the District, in the presence of an administrator or District representative. During the review,
31 employees shall be allowed to request copies of any materials therein and shall be permitted to
32 make a written inventory of any material there, and, on request, have such inventory signed and
33 dated by a District representative. If copies are made, the employee shall pay ten cents (\$0.10) per
34 page to the District. Employees shall be given a copy of all material added to the official personnel
35 file at the time such material is added to the file. Employees shall have the right to respond in
36 writing to all additions in the personnel file. Such employee responses shall be made a part of the
37 file.

38
39 **Section 3.6. Removal of Material from Personnel File.**

40 Verbal and written warnings shall be removed from the personnel file at the employee's request after three
41 (3) years of the date of the discipline provided that no further, related instances of misconduct occur.
42 Employees have the right to request the Superintendent or designee review their file and remove
43 suspensions after three (3) years. Such requests will not be denied without specific cause. The three (3) year
44 timeline for removal will be calculated from the most recent, related event. The right to request removal
45 will not extend to materials that the District is required to retain by law.

1 **Section 3.7. Evaluations.**

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

13 **Section 3.8.**

14 The District will make reasonable efforts to create a work environment that is free of unsafe or hazardous
15 conditions. Any employee who believes that a condition is unsafe or hazardous must notify their
16 immediate supervisor, in writing, stating his/her concerns. The supervisor will respond to such notification
17 within five (5) workdays. If the employee determines that the supervisor's actions or answer does not
18 correct the problem, the employee may contact the next level of management or administration. Every
19 employee has the right to make these reports without fear of reprisal. Additionally, employees who believe
20 that an emergent working condition is unsafe have an obligation to bring the condition to the attention to
21 the immediate supervisor. The supervisor will then act to resolve the issue.
22

23 **Section 3.9. Surveillance and Monitoring.**

24 The use of surveillance and monitoring systems in District operated facilities and vehicles are for the
25 purpose of reducing discipline problems and providing a safe environment for students and staff and may
26 be placed where there is not a reasonable expectation of privacy such as parking lots, entrances, exits,
27 hallways, offices, gymnasiums, cafeterias, libraries, other public shared or common spaces. Furthermore,
28 surveillance and monitoring systems are a tool to assist in monitoring students on the bus and in buildings
29 to document student behavior. Information from surveillance and monitoring systems will not be used for
30 the purpose of staff discipline except as part of an investigation into allegations of cases of misconduct as
31 defined by RCW 50.04.294. All Association employees will be informed of the use of such systems.
32

33 For emergency situations, the District utilizes a Duress Button system. When pressed the Duress Buttons
34 place 911 calls and display video camera images from the location of the activated Duress Button to 911
35 dispatch center and the Mount Vernon Police Department. Camera images may be viewed in support of
36 dispatching and emergency response actions. Any intentional disabling or modifying of such systems by an
37 employee outside of their assigned duties may result in discipline. Law enforcement and emergency
38 responders may access such systems in performance of their duties.
39

40 **Section 3.10. Public Records Requests for Employee Information.**

41 Nothing in this Agreement precludes the District from providing documents in accordance with public
42 disclosure laws. Upon receipt of a request for information located exclusively in an employee's personnel,
43 payroll, supervisor, or training file, the District will provide notice to the employee and union. The notice
44 will state: (a) the date of the request; (b) the nature of the requested record relating to the employee; (c) that
45 the District will release any information in the record(s) not exempt; and (d) that the employee may seek to
46 personally enjoin release of the records provided the employee timely provides notice to the District of
47 their intent to file an injunction within ten (10) days of the employee's receipt of notice from the District.
48

1 **Section 3.10.1. Public Records Act Exemption for Certain Employees.**

2 Employees who have experienced domestic violence, sexual assault, sexual abuse, stalking, or
3 harassment, and participants (including employee's dependents) in the address confidentiality
4 program, who submit to the District the information required for verification under RCW
5 42.56.250(i) will be entitled to those additional exemptions provided under state law. Employees
6 who believe they may fall into one or more exempt categories may contact the Human Resources
7 Director for information on securing and maintaining these exemptions. The District agrees to
8 provide information annually to all employees about their rights under RCW 42.56.250 as described
9 above.

10
11
12 **ARTICLE IV**

13
14 **ASSOCIATION REPRESENTATION**

15
16 **Section 4.1.**

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

21
22 **Section 4.2.**

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

28
29 **Section 4.3.**

30 The Association will designate a Conference Committee representing each classification who will meet
31 with the Superintendent of the District and/or the Superintendent's representatives on a mutually agreeable
32 regular basis to discuss the administration of this Agreement. Whenever possible, meetings will be
33 scheduled outside the employee's regular work hours. If meetings occur during the regular work hours of
34 the employee, the employee shall not receive any interruption in their pay or benefits to participate in the
35 meeting. Additionally, the parties agree that employees who attend conference committee meetings during
36 their regular work hours are expected to make up missed work time. In a commitment to provide ongoing
37 collaboration efforts between the Association and District regarding mutual areas of interest, the following
38 opportunities will be available to employees:

- 39
40 1. Team-building, problem-solving, clarification of roles/responsibilities, development of common
41 goals, and performance feedback to support professional growth.
42 2. Professional growth activities to support the employee's job duties.
43 3. Participation in school and District level decision-making processes such as student calendar input,
44 site council, student assessment, individualized educational program planning, strategic planning
45 initiatives, and school/department goal areas.
46 4. Contract maintenance meetings to foster a culture of mutual respect in the Mount Vernon School
47 District.

1 **Section 4.4.**

2 The District will provide each member of the bargaining unit with an electronic link to the Agreement
3 within thirty (30) days of its ratification by both parties. The Association will provide the District with the
4 Agreement. The Association logo will be on the cover of the final agreement.
5

6 **Section 4.4.1.**

7 The District will notify the union leadership of new hires following each School Board meeting.
8 Within ten (10) days of notification, the Association shall be provided a thirty (30) minute meeting
9 during the bargaining unit employees work time to meet with the new employees in either an
10 individual or group setting at a mutual location. The principal/supervisor for the new employee(s)
11 and Association representative shall be notified to ensure employee coverage needs are met; the ten
12 (10) day window may be extended by mutual agreement to support scheduling needs. Mount
13 Vernon Association representation shall suffer no loss in pay for participating in these meetings.
14

15 **Section 4.5.**

16 Named officers of the Association will be provided a total of four (4) days' time off to attend Association
17 sponsored meetings. The Association will reimburse the District the wages of any employee who attends
18 such meetings. No more than two (2) employees shall be allowed to attend such meetings at any one time.
19 Determination on the release of employees to attend such meetings will be made by the District in order to
20 maintain the District operations. Such request will be made at least three (3) days in advance.
21

22 **Section 4.6. Bulletin Board.**

23 The District shall provide a bulletin board space in each school for the use of the Association. The bulletins
24 posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be
25 signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be
26 posted. The responsibility for prompt removal of notices from the bulletin boards after they have served
27 their purpose shall rest with the individual who posted such notices.
28

29 **Section 4.7. Attendance of Chapter Meetings on Work Time.**

30 Night custodians shall be allowed to attend Association Chapter meetings with no loss of pay, for a
31 maximum of ninety (90) minutes per meeting, provided their building is secured and locked before leaving.
32 Night custodians will notify their supervisors not less than two (2) days in advance of those meetings they
33 will attend. Additionally, the parties agree that employees who attend the Association chapter meetings
34 during their regular work hours are expected to make up missed work time.
35

36 **Section 4.8. State Presidential Release Time.**

37 The District will grant full-time, paid leave to an employee elected as State President of PSE/SEIU 1948
38 for their entire term.
39

40 **Section 4.8.1. Union Reimbursement.**

41 The Association agrees that it shall provide reimbursement to the District for the "fully burdened
42 cost of the position" the District incurs as a result of placing the employee on leave with pay during
43 the period of absence. Upon establishment of the monthly amount owed, the Association will
44 reimburse the District the "fully burdened cost of the position" by the 20th of each month for the
45 previous month, or another date mutually agreed upon.
46
47
48

1 **Section 4.8.2. Employee Status.**

2 The District agrees that during this paid release time, the employee shall remain an employee of the
3 District, but their status shall be “paid administrative leave.” This status shall include receipt of any
4 and all wage increases, increases in benefits, lump sum payments and any and all additional pay, or
5 benefits that they are eligible for as a member of PSE of Mount Vernon M&O. The employee will
6 continue to accrue seniority and receive retirement service credits for the duration of their leave.
7

8 **Section 4.8.3. Leave Accruals.**

9 The employee will accrue sick leave in the amount as set forth in Section 8.1 of the parties’
10 Collective Bargaining Agreement (CBA) but will not accrue vacation leave during the period of
11 absence. During the period of leave, the employee shall continue to submit to the District records of
12 sick leave expenditures as taken, in accordance with Section 8.1 of the CBA. When the employee
13 returns to work for the District, the employee’s sick leave balance will not exceed the leave
14 balances as of the date the period of absence commenced. HOWEVER, if the employee’s sick leave
15 balance was under forty (40) hours as of the date the period of absence commenced, the employee
16 will retain accrued sick leave up to forty (40) hours total upon return to service with the District.
17

18 **Section 4.8.4. Retirement or Separation.**

19 If the employee retires or separates from the District rather than returning to employment, the
20 employee’s leave balances will not exceed the leave balances on the date the period of absence
21 commenced.
22

23 **Section 4.8.5. Right to Return.**

24 The District agrees that the employee shall have the right to return to a similar position in the same
25 classification, at the same rate of pay, hours, and working conditions as the position the employee
26 held prior to their leave. The employee shall provide sixty (60) days' notice of their intent to return
27 to their position. If the job classification of the position in which the employee has return rights
28 have been abolished or revised, the parties shall work collaboratively to determine a position or
29 classification which is substantially similar, and the employee shall have the right for return
30 placement in that position or classification. The District will assess any training needs, including
31 those requested by the employee, and shall provide all necessary training within its direct ability to
32 provide (e.g., the District will not be responsible for providing education and will not be responsible
33 for providing certifications beyond those currently offered to existing employees).
34

35 **Section 4.8.6. Legal Protection for District.**

36 The Association will defend, indemnify and hold harmless the District for any and all costs
37 including attorney’s fees, damages, settlements, or judgments, or other costs, obligations, or
38 liabilities the District incurs as a result of any demands, claims, or lawsuits, including agency
39 enforcement actions, threatened or filed against the District arising out of or in relation to actions
40 taken by the President, their status as President, or the terms of the President’s leave from the
41 District, including but not limited to the terms of this Agreement, during the period of absence.
42

43 The parties further agree and understand that during this paid release time the District shall be an
44 insured under PSE of Washington’s D&O policy, PSE’s general liability policy, and under PSE’s
45 umbrella policy for actions taken in the course of performance of their duties as PSE State
46 President.
47
48

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATIONS AND NEGOTIATION

Section 5.1.

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

Section 5.2. School Calendar.

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

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. Interview Teams.

When assembling an interview team, the following parties will be invited: District (administrator/supervisor) representation, Association 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. All qualified (based on job postings and written descriptions) internal candidates shall be interviewed by seniority until the position is filled.
6. Association 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 workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 6.2.

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

Section 6.3.

Shifts over four (4) consecutive hours shall receive a thirty (30) minute uncompensated lunch period as near the middle of the shift as practicable. Shifts of more than three (3) consecutive hours shall receive one (1) rest period as near the middle of the shift as practicable. Shifts of more than six (6) consecutive hours shall receive two (2) rest periods, which shall occur as near the middle of each half shift as possible. Rest periods shall be fifteen (15) minutes in duration.

Section 6.3.1.

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

Section 6.4.

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

Section 6.5.

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

Section 6.6.

Employees requested by the employee's supervisor to work a shift regularly filled by a higher classification shall receive compensation of the higher classification at the replacement employee's experience step level beginning the first day. Pay at a higher classification does not occur when the employee is doing the occasional work that is within their job description (such as painting) even when that work falls within a higher classification job description.

Section 6.6.1. Food Service Substitutions.

In the Food Service Department, the following will apply:

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

Section 6.7. Overtime.

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

Section 6.7.1.

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the employee's base pay.

Section 6.7.2.

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

1 **Section 6.7.3. Callback Pay.**

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

5
6 **Section 6.8. Flex Time.**

7 Flex time is defined as adding/deleting employee work time on one day and adjusting the employee's
8 schedule on another day to exactly make up for the addition/deletion of work time. Scheduling of flex time
9 would be mutually agreed to by the employee and their supervisor. Documentation of flex time will be
10 made on the flex time form and signed by the employee and their supervisor. Adjustments to balance the
11 additions/deletions shall occur prior to the last workday in May. Additional time worked during the school
12 year that is not matched with additional time taken off during the school year will be paid with June
13 payroll. Employees that don't make up deletions of work time will have their pay adjusted appropriately.
14 Flex time and flex time adjustments shall not create overtime situations.

15
16 **Section 6.9. Four (4) Day, Ten (10) Hour Workweek.**

17 Upon completion of the regular one-hundred eighty (180) day school year, the workweek and shift of each
18 employee in the maintenance, grounds, custodial and technical classification(s) may, with mutual
19 agreement of the employee and the District, consist of four (4) consecutive days of ten and one-half (10½)
20 hours a day, including a thirty (30) minute uninterrupted and uncompensated lunch period as near the
21 middle of the shift as is practicable, and also including a twenty (20) minute first half and a twenty (20)
22 minute second half rest period, both of which rest periods shall occur as near the middle of each half (½)
23 shift as is practicable.

24
25 **Section 6.10. Compensatory Time.**

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

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

35
36 **Section 6.11. Contract Time Adjustment.**

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

42
43 **Section 6.12. Preparatory and Concluding Activities.**

44 In accordance with state and federal labor law, all time spent by employees on those activities that are
45 considered integral or necessary to the performance of their job shall be considered hours worked and shall
46 be accounted for when employees are given their schedules, including shift start times and end times.

Section 6.13. Classified Meetings.

Supervisors or their designees will provide an opportunity at least quarterly, to meet (remotely or in person) with their classifications in order to discuss workplace operations. For the Custodial and Food Service classifications, supervisors can choose to only invite the leads/heads of each school to the quarterly meeting.

Section 6.14. Unusual School Closure.

In the event of a worksite closure due to inclement weather, the District will make every effort to notify each employee to refrain from coming to work. Employees who report to work absent timely notification shall receive a minimum of two (2) hours pay at the employee's base rate in the event of such a closure. Notification will be presumed timely if made two (2) hours before the employee's scheduled start time.

Not every delay in student/school start times or school cancellations will result in a change to employee work schedules. Employees are expected to monitor their personal phones and work email for supervisor notifications of worksite closures and delays impacting their position. In the event of a prolonged school closure, the District will meet with the Association to discuss work-related options.

If an employee is unable to report to work (missing not more than half of the employee's contracted day, or with supervisor approval for more than half of the employee's contracted day) at their start time because of weather-caused road conditions on a day when schools are not closed, the employee shall have the opportunity, within two (2) weeks of the event, to arrange to make up the time missed at a time and on a date mutually agreeable to the employee and their supervisor, provided the employee is in a position in which make up work is available and not administratively burdensome to provide. This election must be made on the day of the event. If the employee does not affirmatively elect to make up the time missed, the employee shall take an appropriate leave or deduct for the missed time.

Section 6.15. Building/Worksite Closure.

In the event that a building or worksite is temporarily closed, as opposed to the entire District being closed, employees will fulfill their regularly scheduled contract and be kept whole. The District may assign employees whose building has closed to another worksite for the duration of their normal shift. Employees shall not be required to fulfill duties normally performed by another classification. Employees shall not be required to use leave for this time.

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. Native American Heritage Day/Day
after Thanksgiving Day |
| 3. Presidents' Day | 10. Christmas Eve Day |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Day after Christmas Day |
| 6. Labor Day | 13. Friday of Spring Break |
| 7. Veterans' Day | 14. Juneteenth |

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

Section 7.1.1. Worked Holidays.

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

Section 7.1.2. Holidays During Vacation.

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

Section 7.1.3. Working on a Holiday.

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

Section 7.2. Vacations.

Employees who are contracted for less than two hundred fifty (250) days who are covered by this Agreement shall be entitled to paid vacations at their regular number of workday hours on the following basis:

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

Employees who are contracted for two hundred fifty (250) days or more who are covered by this Agreement shall be entitled to paid vacations at their regular number of workday hours on the following basis:

- 1 year 10 Days
- 2-4 years 14 days
- 5-8 years 15 Days
- 9-11 years 16 Days
- 12-14 years 17 Days
- 15-16 years 18 Days
- 17 years 19 Days
- 18 years 20 Days
- 19 years 21 Days
- 20 years 22 Days
- 21 years 23 Days
- 22+ years 24 Days

Days awarded in excess of twenty (20) days shall be restricted to non-students days. Employees who are contracted less than two hundred fifty (250) days per year shall receive pro-rata vacation pay.

Section 7.2.1.

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

Section 7.2.2.

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

Section 7.2.3.

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

Section 7.2.4.

Vacation credit currently due but unused by the new accrual date each year may be carried over for a maximum of thirty (30) working days (240 hours). The District will approve vacation requests in accordance with regulations outlined in WAC 357-31-215. If the District denies an employee's vacation request, and/or the District's work schedule prevents the employee's use of accrued vacation leave, and accrual places the employee over the maximum thirty (30) working days, an extension for time over the accrual will be granted on a monthly basis or the employee may request cash out of up to a total of eighty (80) hours during the term of this three (3) year agreement. A statement of necessity will accompany each extension request. Time accrued over the maximum thirty (30) working days must be used before the next anniversary date. The District is concerned with employee well-being and encourages timely use of accrued vacation.

Section 7.2.5.

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

Section 7.3. 261/262 Day Work Year.

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

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave (Illness or Injury).

Twelve (12) days of sick leave shall be frontloaded annually to each employee. New employees hired during the year shall receive prorated sick leave benefits. Sick leave for all employees may be accumulated up to the legal maximum and will be pro-rated if an employee separates from employment before fulfilling the contract work year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. After four (4) consecutive days of sick leave, a doctor's note may be required. In addition to emergencies as defined in Section 8.2, sick leave may be used for illness of, injury to, or disability of the employee. Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or injury, shall notify their immediate supervisor at the earliest possible moment stating the reason. For planned surgeries or anticipated disablements which will necessitate sick leave, the affected employee shall notify their immediate supervisor and the Personnel Office a reasonable time before the leave of the anticipated dates during which leave will be required, usually thirty (30) days in advance for planned or anticipated disablements or maternity leave (Section 8.6.).

Section 8.1.1.

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

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

Section 8.1.2.

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

1 **Section 8.1.3.**

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

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

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

16 **Section 8.1.5.**

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

22 **Section 8.2. Emergency Leave.**

23 Emergencies are those events which are suddenly precipitated, or which is of such a nature that preplanning
24 could not relieve the necessity for the absence. The problem must be one of major importance and not a
25 mere convenience. Emergency leave shall be non-cumulative and shall be charged against sick leave.
26 Additional time may be granted by the Superintendent. In case of emergency as defined above, it shall be
27 the responsibility of the employee to notify their immediate supervisor as soon as possible regarding their
28 absence. In order to be eligible for emergency leave, written application to the Superintendent/designee
29 must be made within fourteen (14) days of return to work. Determination of approval will be by the
30 Superintendent/designee based on preceding criteria; such emergency leave will be limited to a maximum
31 of four (4) days per year. Additional paid time may be granted by the Superintendent/designee.
32

33 **Section 8.3. Paid Family and Medical Leave (PMFL).**

34 Employees may qualify for state benefits as soon as state eligibility requirements are met (currently, eight
35 hundred twenty [820] hours worked) and may be eligible to receive up to twelve (12) weeks of paid leave
36 (or up to eighteen [18] weeks in some circumstances). The employee may apply to take paid medical leave
37 or paid family leave for those reasons authorized by the state, including to:
38

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

44 Under current state law all paid work over the course of the year counts towards the eight hundred twenty
45 (820) hours. Paid Family & Medical Leave (PFML) is an insurance program funded through premiums
46 paid by employees and employers and administered by the Employment Security Department. PFML
47 eligibility and benefits are determined by the state, and any disputes about such eligibility and benefits are
48 handled between the employee and the state. PFML leave shall run concurrently with an employee's right
49 to twelve (12) weeks of federal FMLA leave when an employee is eligible for both.

1 While on leave, the employee is entitled to partial wage replacement and may supplement this benefit with
2 other paid leave. When a PFML eligible employee also is eligible to use sick or personal leave, the
3 employees may choose to use accrued sick and/or personal leave in half-day or whole-day increments to
4 supplement PFML benefits. The use of this accrued paid leave concurrent with PFML will be considered a
5 supplemental benefit under PFML rules. The employee will notify the District of this election. The District
6 will notify employees of their ability to use accrued leave as a supplemental benefit.

7 8 **Section 8.3.1.**

9 In the event a regular employee is absent from work because of an L&I work-related injury, a
10 temporary replacement may be used on a substitute basis. If the employee will be absent from work
11 for an extended period of time (thirty [30] working days or more), the District will post a will
12 consult with union leadership whether to post a "Leave Replacement" vacancy for the duration of
13 the leave. Upon release to return to work, the regular employee will resume his/her regular work
14 assignment and schedule. If the regular employee is released to a "light duty" assignment only for a
15 period of time, the District and employee's supervisor shall review work assignment and schedule
16 to determine if a "light duty" assignment can be accommodated. If "light duty" accommodation is
17 made, a substitute or the leave replacement employee shall continue in current position until such
18 time as the regular employee is released to regular duty

19 20 **Section 8.4. On the Job Injury/Illness.**

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

28 29 **Section 8.4.1.**

30 In the event a regular employee is absent from work because of an L&I work-related injury, a
31 temporary replacement may be used on a substitute basis. If the employee will be absent from work
32 for an extended period (thirty [30] working days or more), the District will consult with Association
33 leadership whether to post a "Leave Replacement" vacancy for the duration of the leave. Upon
34 release to return to work, the regular employee will resume his/her regular work assignment and
35 schedule. If the regular employee is released to a "light duty" assignment only for a period of time,
36 the District and employee's supervisor shall review work assignment and schedule to determine if a
37 "light duty" assignment can be accommodated. If "light duty" accommodation is made, a substitute
38 or the leave replacement employee shall continue in current position until such time as the regular
39 employee is released to regular duty.

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

42 Up to five (5) days leave for each loss shall be granted per year in the event of death in the family of an
43 employee. "Family" shall be interpreted as child, spouse, close personal relationship, parent, step-relative,
44 grandparent, grandchild, sibling, brother or sister-in-law, parent-in-law, aunt or uncle. Such bereavement
45 leave shall not be deducted from temporary disability leave. Bereavement leave is non-accumulative. An
46 additional two (2) days, to be deducted from emergency leave, may be granted for extenuating
47 circumstances (i.e., out-of-state travel) at the discretion of the Superintendent/designee. All bereavement
48 leave shall be by notification and arrangement between the employee and principal/supervisor.

1 **Section 8.6. Maternity Leave.**

2 An employee requesting maternity leave shall give written notice to the District as far in advance as
3 possible and at least thirty (30) working days prior to commencement of the leave. The request for leave
4 should include A) anticipated date of birth, B) estimated date leave is to begin; and C) estimated date of
5 return from leave. The employee may continue to work until, in the judgment of the employee's physician,
6 the employee's work or health are in any way impaired by their condition. Sick leave shall be granted, if
7 the employee is eligible for such, for the time the employee's physician certifies that the employee is
8 unable to perform their normal duties as an employee because of their health or disability. Employees may
9 use maternity leave in conjunction with an unpaid leave of absence as provided in Section 8.7.

10
11 **Section 8.7. Paternity Leave.**

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

16
17 **Section 8.8. Adoptive Leave.**

18 Ninety (90) days non-paid leave shall be granted an employee who adopts a child under the age of six (6).
19 The employee shall submit a written request to the Superintendent/designee. The District shall be notified
20 when adoption proceedings have begun, and the leave shall begin at the natural break in the school year or
21 on a mutually agreed upon date. At the discretion of the District, adoption leave may extend up to ninety
22 (90) days beyond the initial ninety (90) day leave. The exact date of the employee's return will be
23 determined in consultation with the Superintendent/designee and the employee's immediate supervisor.
24 In the event adoptive parents are both employees of the District, they shall together be entitled to a total of
25 ninety (90) days leave and leave shall be granted to only one (1) parent at a time.

26
27 **Section 8.9. Childcare Leave.**

28 Ninety (90) days of non-paid leave shall be granted an employee to care for a newly born child. The leave
29 must commence immediately following the childbearing disability leave. The leave request shall be
30 directed to the Superintendent/designee. Such request shall be made in writing as soon as the employee
31 knows that a leave will be requested and no later than thirty (30) days before the anticipated delivery date.
32 The request shall state the dates during which the employee intends to take childcare leave.

33
34 **Section 8.10. Leave of Absence.**

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

40
41 **Section 8.10.1.**

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

1 **Section 8.10.2.**

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on
3 leave of absence. However, vacation credits, sick leave and seniority shall not accrue while the
4 employee is on a leave of absence; provided, however, that if such leave is approved for industrial
5 accident or industrial illness, seniority shall accrue.
6

7 **Section 8.11. Judicial Leave.**

8 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a
9 co-defendant with the District, such employee shall receive a normal day's pay for each day of required
10 presence in court. In the event that an employee is party in a court action, such employee may request an
11 appropriate leave.
12

13 **Section 8.12. Personal Leave.**

14 Two (2) days of personal leave, with pay, shall be granted each year. New employees hired after December
15 31 but before the end of the current school year shall be granted one (1) personal leave day for the balance
16 of the school year. Personal leave is not intended to be used for other employment or to extend a vacation
17 or holiday. Application for personal leave shall be processed forty-eight (48) hours in advance (unless
18 personal leave is being utilized in conjunction with bereavement, maternity or paternity leave). Personal
19 leave may not be used during the first five (5) or the last ten (10) workdays of the student school year.
20

21 The District may exercise the option to limit personal leave to five (5%) percent of the represented
22 employee work force, except for the months of April, May and June, when the District may limit personal
23 leave to no more than two (2) employees per work site. However, in extraordinary circumstances (i.e.,
24 child's graduation), the Superintendent/designee may grant personal leave beyond the above requirements.
25

26 Employees may carry over up to four (4) leave days not to exceed a total of six (6) personal leave days in
27 any one (1) year.
28

29 Any year round employee having the value for more than four (4) days of personal leave in their balance as
30 of August 1 will have the hours above four (4) days deducted and will be paid their hourly rate for the
31 hours above the four (4) days from the prior year with the August payroll.
32

33 Any school year employee having the value for more than four (4) days of personal leave in their balance
34 as of June 30 will have the hours above four (4) days deducted and will be paid their hourly rate for the
35 hours above four (4) days from the prior year with the July payroll. Appropriate work plans shall be
36 prepared by the employee and left for the employee's substitute prior to the leave date.
37

38 **Section 8.13. Leave Sharing.**

39 All voluntary leave sharing among District employees shall be in strict compliance with current RCW
40 41.04.660. Employees may donate annual or sick leave to a fellow employee who is suffering from or has a
41 relative or household member suffering from an extraordinary or severe illness, injury, impairment, or
42 physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or
43 stalking; or a fellow employee who has been called to service in the uniformed services, which has caused
44 or is likely to cause the employee to take leave without pay or terminate his or her employment.
45
46
47
48

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) working
3 days or more), the District will post a "Leave Replacement" vacancy for the duration of the absence if a
4 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 lost as
15 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) workdays
19 following the hire date. The employee shall receive an evaluation after sixty (60) workdays in the presence
20 of their supervisor. During this probationary period the District may discharge such employee at its
21 discretion.

22
23 **Section 9.3.**

24 Upon completion of the probationary period, the employee will be subject to all rights and duties contained
25 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 drawing
36 numbers. The employee drawing the highest number shall have greater seniority. The District and the
37 Association will make every effort to ensure that employees listed as having identical hire dates are
38 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
48

1 **Section 9.4.2.**

2 In situations where time is lost by reason of judicial leave, industrial accident or industrial illness,
3 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, general
7 job classifications are those set forth in Article I, Section 1.3. and equivalent positions shall be those set
8 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 jobs
12 and positions, shift selection, layoff, addition or reduction in hours, rehire, vacation and special services
13 (including overtime), providing the employee meets the qualifications. If the District determines that
14 seniority rights should not govern because a junior or outside applicant has demonstrated ability,
15 performance and/or qualifications related to the job description and/or posting, substantially greater than a
16 senior employee, the District shall set forth in writing to the employee or employees its reasons why the
17 senior employee or employees were bypassed. The District shall also notify the Association President(s) in
18 writing of the bypass. Disputes regarding qualifications shall be resolved through the grievance procedure
19 (Article XII).

20
21 **Section 9.6.1. Higher Level Positions.**

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

24
25 **Section 9.6.2.**

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

40
41 **Section 9.6.3. Lateral Positions.**

42 Classification seniority shall be the first consideration for new or open lateral jobs or positions
43 (same classification/wage range). Lateral changes in position will be limited to one (1) change per
44 employee, per year, unless the change would increase the employee's number of hours or workdays
45 or as approved by the Association 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 considered a
3 new position and shall be posted in accordance with the terms of this Agreement. Additional work
4 time of less than one (1) hour shall be offered within building by seniority where current schedules
5 are not disrupted.

6
7 **Section 9.6.5.**

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

12
13 **Section 9.7.**

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

17
18 **Section 9.7.1.**

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

22
23 **Section 9.7.2.**

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

26
27 **Section 9.7.3.**

28 Employees in the Custodial classification who are employed less than two hundred sixty (260) days
29 shall be given first opportunity, by seniority, to work all additional summer custodial hours. Work
30 during other break times, overtime/additional hours during the school year, and reassignments due
31 to short term absences will be first assigned within the building by seniority.

32
33 **Section 9.7.4. Rental Monitor.**

34 The process for assigning rental monitors will occur in the following sequence: Custodians assigned
35 to the site of the rental will be offered the monitor assignment first, based upon seniority. When
36 offered a rental monitoring assignment, whether accepted or declined, that employee moves to the
37 bottom of the list of interested staff at their site. If no custodians assigned to the site of the rental
38 desires the assignment, it will be offered to the custodian that expressed interest in rental monitoring
39 outside of their assigned site, based upon seniority (see attached list) When offered a rental
40 monitoring assignment, whether accepted or declined, that employee moves to the bottom of the list
41 of interested staff. This process is excluded for situations of emergency or short-term notice. Short-
42 term notice is defined as rentals contracted five (5) working days or less from the date of the event.

43
44 **Section 9.8. Longevity.**

45 Longevity is defined as the total years of service as an employee for any Washington State school district.
46 When an employee leaves a school district within the State and commences employment with the Mount
47
48

Vernon School District, the employee shall be granted Schedule A placement, vacation and sick leave benefits as an employee in the Mount Vernon School District who has similar occupational status and total years of service.

Section 9.8.1.

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

Section 9.9.

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

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

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

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

Section 9.10. Layoffs.

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

- A. The District shall determine the reductions necessary in any and all job classifications.
- B. Employees will be given thirty (30) days' notice prior to layoff. The District will provide affected employees paper and electronic notice. Affected employees may, with five (5) days of delivery of notice, request an in-person meeting with the Superintendent or designee.
- C. The District shall determine the level of reduction in the job classifications and reduce based upon seniority to reach that level.
- D. An employee whose position is being eliminated may bump a less senior employee in an equivalent position within their classification or to a position with a lesser pay rank as listed in

Schedule A. Within five (5) working days following notification of reduction, said employee must submit a written request to bump.

Section 9.10.1. Recalls.

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

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

Section 9.11. Building Restoration of Reduced Time.

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

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

Section 9.11.1. Restoration of Custodial Days.

Effective September 1, 2027, all 200 workday-per-year Custodians will be moved up to 210 work days per year and all 250 and 255 workday-per-year Custodians shall be moved up to 260 work days per year. Any Custodian working a different number of days per year will have their days per year increased to either 210 days or 260 days, whichever is closest to the numbers of days worked by the employee and/or position in the 2026-2027 School Year. Should the District need to make reductions during the course of this 2025-2028 Collective Bargaining Agreement, custodial days will not be reduced disproportionately (i.e., custodial days subject to reduction will be comparable to other classification reductions, if any are necessary, for the duration of this Agreement).

Section 9.12. Discipline and Discharge.

The District shall have the right to discipline and discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the

District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public. Should the District have reason to discipline an employee, the District will present the employee with a copy of the final disciplinary action and request that the employee sign it in order to acknowledge receipt. Signature does not waive the employee's right to grieve the disciplinary action imposed. If the employee refuses to sign, the District will record the date of issuance on the disciplinary action and provide a copy to the employee.

Section 9.12.1. Progressive Discipline.

The District may exercise its right and obligation to impose discipline in instances where just cause exists. However, the District will abide by the principles of progressive discipline. A letter of direction that is issued to the employee is not considered a progressive disciplinary action although it does serve to provide notice to the employee of acceptable and unacceptable behavior. Past letters of direction noted as disciplinary and issued prior to the date of the parties' 2022-2025 signed Agreement will remain in staff personnel files as progressive discipline.

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

- A. Verbal Warning (documented in writing)
- B. Written Letter of Reprimand
- C. Suspension without pay
- D. Termination

Serious situations may warrant bypassing steps of progressive discipline.

Section 9.12.2.

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

Section 9.13.

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

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.

The Association staff shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, six hundred thirty (630) hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year and not enough days remain in the year to achieve six hundred thirty (630) hours, and said employee is anticipated to remain employed the following school year, that employee will be provided with benefits coverage pursuant to WAC 182-31-040.

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

Section 10.1.2. Dependent Coverage.

The following dependents are covered within SEBB programs:

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

Section 10.1.3. Leaves.

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

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

2 Benefit coverage for new employees will begin the first day of the month following the first
3 day of work when it is expected that the employee will work six hundred thirty (630) hours,
4 except during the month of September when the employee's benefit coverage will begin in
5 September if the employee is expected to work six hundred thirty (630) hours or more during
6 the school year and that employee begins on or before the first day of school in September.
7 Employees previously employed by a SEBB employer and eligible for SEBB coverage in the
8 month prior to the first day of work will have uninterrupted benefit coverage if they meet the
9 eligibility requirements above. Should an employee who previously was not expected to be
10 eligible for benefits under SEBB work six hundred thirty (630) hours in one (1) year, the
11 employee will become eligible for benefits to begin the month after six hundred thirty (630)
12 hours.

13
14 **Section 10.1.5. Benefit Termination/End.**

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

20
21 **Section 10.1.6. Legislative Changes.**

22 If the Washington State Legislature changes provisions of the SEBB to allow for changes in
23 employer contributions towards elective benefits, or substantially changes the medical coverage
24 provisions, either party can reopen this agreement for negotiation over the changes to the extent
25 allowed by law. All of the provisions of Article X related to insurance shall be interpreted
26 consistent with the rules, regulations, and guidelines of the SEBB.

27
28 **Section 10.2. Health Benefit Mitigation Fund.**

29 The District shall contribute an amount of money per bargaining unit employee, for the purpose of
30 contributing to each employee's VEBA account. The contribution will be paid in two (2) installments:
31 January and August. The District shall contribute eight hundred dollars (\$800) annually to employees who
32 work up to four (4) hours/day; and the District shall contribute twelve hundred dollars (\$1,200) annually to
33 employees who work four (4) to eight (8) hours a day. The District will adopt the VEBA Health
34 Reimbursement Plan (Plan). The District agrees to contribute to the Plan on behalf of all employees as
35 defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed
36 Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The
37 selected contribution(s) shall be made during the term of this Agreement, and the Association shall notify
38 and re-authorize such agreement with the District annually consistent with Internal Revenue Service
39 regulation.

40
41 **Section 10.3.**

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

45
46 **Section 10.4.**

47 The District shall provide tort liability coverage for all employees subject to this Agreement.

ARTICLE XI

ASSOCIATION MEMBERSHIP

Section 11.1. Membership.

The District and the Association understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both the Association and the District that the District representatives shall remain neutral on the issue of Association membership and respect all employees decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU 1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in the Association upon employment with the District.

Section 11.2. Membership Rescission.

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

Section 11.3. New Hire Notification.

The District shall notify the Association President of all new hires by sending the classified Board summary within five (5) days of the Board meeting, including name, job title, work location and hire date.

Section 11.4. COPE Political Action Committee.

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

Section 11.5. Dues and Checkoff.

The Association shall provide the District with a full and complete list of bargaining unit employees who are current members of the Association, and shall provide updates, additions, and/ or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via voice authorization or by E-signature in accordance with "E-SIGN". The Association will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. The Association will be the custodian of the records related to voice/E-signature authorizations. The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

1 The District shall deduct Association dues from the pay of any employee who authorizes such deductions
2 pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the
3 Association on a monthly basis.

4
5 **Section 11.5.1.**

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

9
10 **Section 11.6.**

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

14
15 **Section 11.7. Member Lists.**

16 If the District has the information in the District 's records, the District shall provide PSE the following
17 information for each employee:

- 18
19 (a) The employee's name and date of hire
20 (b) The employee's contact information, including:
21 (i) cellular, home, and work telephone numbers
22 (ii) work and the most up-to-date personal email addresses; and
23 (iii) home address or personal mailing address; and
24 (c) Employment information, including the employee's job title, salary or rate of pay, and work site
25 location or duty station.

26
27 The District must provide the above information to the Association in an editable digital file format:

- 28
29 (a) Within twenty-one (21) business days from the date of hire for a newly hired employee; and
30 (b) Every one hundred twenty (120) business days for all employees.

31
32 Annually, by November 1, the District will provide the anticipated annual salary of each employee.

33
34
35
36 **ARTICLE XII**

37
38 **GRIEVANCE PROCEDURE**

39
40 **Section 12.1. Purpose.**

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

1 **Section 12.1.1. Definitions.**

- 2 A. Grievant: A grievant is an employee, or in the case of the Association's contractual
3 rights, the Association.
4 B. Grievance: A grievance is defined as a dispute involving the interpretation or
5 application of the specific terms of this Agreement.
6 C. Days: Days in this procedure are normal District office workdays.
7

8 **Section 12.1.2. Timelines.**

9 Grievances shall be processed in the following manner and within the stated time limits. Time limits
10 shall be calculated commencing on the day after the event or occurrence triggering the running time
11 limit. Time limits provided in this procedure may be extended only by mutual written agreement.
12

13 Failure on the part of the employer at any step of this procedure to communicate the decision on a
14 grievance within the specific or mutually extended time limits shall permit the grievant to lodge an
15 appeal at the next step of this procedure.
16

17 Failure on the grievant (employee or Association) to present or proceed with a grievance within the
18 specified or mutually extended time limits will render the grievance waived.
19

20 **Section 12.2. Process.**

21
22 **Section 12.2.1. Step 1. Informal Level. Submission of Grievance to Supervisor.**

23 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or
24 twenty (20) days after the event is known or reasonably should have been known, the employee
25 shall attempt to resolve the grievance informally with their immediate supervisor or designee. The
26 immediate supervisor shall respond informally within ten (10) days of the employee's presentation.
27 The informal presentation and response at this level may be oral or written. In presenting the
28 grievance, the employee may be accompanied by a representative of the Association at all steps of
29 the grievance.
30

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

32 If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall
33 submit it to the immediate supervisor or designee within fifteen (15) days after receipt of
34 the response at Step 1. The written grievance shall contain the following:
35

- 36 A. A statement of the alleged grievance including the facts upon which the grievance was
37 based
38 B. Reference to the specific term(s) of the agreement which have been allegedly violated;
39 and
40 C. Remedy sought.
41

42 The immediate supervisor shall inform the employee and the union in writing of the disposition of
43 the grievance within fifteen (15) days of the presentation of the grievance. If an agreeable
44 disposition has been made, the aggrieved party shall terminate the grievance in writing within ten
45 (10) days.
46
47
48

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

2
3 A. Individual Grievance

4 If the grievance is not settled at Step 2 and the Association believes the grievance to be valid, a
5 written statement of the grievance shall be submitted within fifteen (15) days to the District
6 Superintendent or the Superintendent's designee. After submission of the grievance, the parties
7 will have fifteen (15) days to meet with the Superintendent or designee to resolve the grievance.
8 A written statement of the disposition shall be given to the aggrieved and the union within
9 fifteen (15) days of the meeting. If an agreeable disposition has been made, the aggrieved party
10 shall terminate the grievance in writing within ten (10) days.
11

12 B. Association Grievance

13 A grievance which the Association may have against the employer, limited as aforesaid to
14 matters dealing with the interpretation or application of terms of this Agreement relating to
15 Association rights, shall be commenced by filing in writing (in format of Step 2 above) with the
16 Superintendent/Designee. Such filing shall be within thirty (30) days following the occurrence
17 of the event giving rise to the grievance or thirty (30) days after the event is known or
18 reasonably should have been known. The Superintendent/designee and the Association will
19 have ten (10) days from receipt of the grievance to resolve it. A written statement of the
20 disposition shall be given to the Association within fifteen (15) days of the meeting. If an
21 agreeable disposition has been made, the Association shall terminate the grievance in writing
22 within ten (10) days.
23

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

25 If no settlement is reached in Step 3 and the Association believes the grievance to be valid, a written
26 statement of grievance shall be submitted within fifteen (15) days to the School Board, after receipt
27 of the Superintendent's written response in Step 3. The grievance shall be heard at its next regular
28 meeting, or at a special meeting to be held no more than twenty (20) days from submission of the
29 written grievance to the Board. The grievant(s) shall be allowed to appear before the Board, and to
30 provide a presentation to the Board in executive session. A disposition must be entered at the
31 School Board level within fifteen (15) days of the conclusion of the meeting.
32

33 **Section 12.2.5. Step 5. Arbitration.**

34 If no settlement is reached in Step 4, the Association has the right to file a demand for arbitration as
35 outlined below:
36

- 37 A. Written notice of a request for arbitration shall be made to the Superintendent within ten
38 (10) days of receipt of the disposition letter at Step 4.
39
40 B. Arbitration shall be limited to issue(s) involving the interpretation or application of specific
41 terms of this Agreement.
42
43 C. When a timely request has been made for arbitration, the parties shall attempt to select an
44 impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an
45 arbiter within ten (10) days after submission of the written request for arbitration, the
46 provisions of paragraph (D) below shall apply to the selection of an arbiter.
47

- 1 D. In the event an arbiter is not agreed upon as provided in paragraph (C) above, the parties
2 shall jointly request the American Arbitration Association to submit a panel of seven (7)
3 qualified neutrals. Such request shall state the issue of the case and ask that the nominees be
4 qualified to handle the type of case involved. When notification of the seven (7) arbiters is
5 received, the parties shall each independently strike from the list those unacceptable arbiters
6 and shall rank, in order of preference, the remaining arbiters. From among the mutually
7 acceptable arbiters, the one with the lowest combined preference number shall be the arbiter.
8 In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall
9 have the right to strike a name from the panel until only one (1) name remains. The
10 remaining person shall be the arbiter. The right to strike the first name from the panel shall
11 be determined by lot.
- 12
- 13 E. In the event either party is dissatisfied with the credentials of the arbiters whose names are
14 on the first panel offered by the American Arbitration Association, such party can
15 summarily reject that panel and insist on a second panel. Selection must be made from the
16 second panel.
- 17
- 18 F. Arbitration proceedings shall be in accordance with the following:
- 19
- 20 1. The arbiter, once appointed, will inform the parties as to the procedures which will be
21 followed.
 - 22 2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall
23 be empowered to request, through subpoena, if necessary, such data and testimony as the
24 arbiter deems pertinent to the grievance and shall render a decision in writing to both
25 parties within thirty (30) days, unless mutually extended, of the closing of the record.
 - 26 3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s)
27 presented for arbitration which decision shall be final and binding on both parties.
 - 28 4. The arbiter shall rule only on the basis of information presented at the hearing and shall
29 refuse to receive any information after the hearing except by mutual agreement.
 - 30 5. Each party to the proceedings may call such witnesses as may be necessary in the order
31 in which their testimony is to be heard. Such testimony shall be limited to the matters set
32 forth in the written statement of the grievance. The arguments of the parties may be
33 supported by oral comment and rebuttal. Either or both parties may submit written briefs
34 within a time period mutually agreed upon. Such arguments of the parties, whether oral
35 or written, shall be confined to and directed at the matters set forth in the grievance.
 - 36 6. Each party shall pay any compensation and expenses relating to its own witnesses or
37 representatives.
 - 38 7. The arbiter shall specify in the award that the District or the Association, whichever is
39 ruled against by the arbiter, shall pay the compensation of the arbiter including necessary
40 expenses.
 - 41 8. The total cost of the stenographic record, if requested, will be paid by the party
42 requesting it. If the other party also requests a copy, that party will pay one half (½) of
43 the stenographic cost.
- 44

45 **Section 12.3. Binding Effect of Award.**

46 All decisions arrived at under the provisions of this Article by the representatives of the Employer and the
47 Association at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties; provided,

1 however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to alter
2 this Agreement in whole or in part.

3
4 **Section 12.3.1. Limits of the Arbiter.**

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

6
7 **Section 12.3.2. No Duty to Maintain Status Quo.**

8 The District has no duty to maintain the status quo or to restore the status quo pending arbitration.
9 But if return to the status quo is ordered by the arbiter, the return shall be affected as per the
10 arbiter's award.

11
12 **Section 12.3.3. Freedom from Reprisal.**

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

15
16 **Section 12.3.4. Timelines.**

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

19
20 **Section 12.4. Grievance Release Time.**

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

26
27
28
29 **ARTICLE XIII**

30
31 **SALARIES AND EMPLOYEE COMPENSATION**

32
33 **Section 13.1.**

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

35
36 **Section 13.2.**

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

41
42 **Section 13.3.**

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

Section 13.4.

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

Section 13.5.

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

Section 13.6.

- A. Mechanics who are subject to this Agreement shall receive reimbursement of up to one thousand two hundred dollars (\$1,200) annually, for the purchase of new and replacement tools and properly rated boots.
- B. Maintenance employees subject to this Agreement shall receive reimbursement of up to five hundred dollars (\$500) annually for work-related clothing.
- C. Food Service workers shall receive reimbursement for the cost of a renewal of food handler's cards.
- D. Head Custodians at large campuses (High School and Mount Baker/Commons) shall receive an annual stipend of two thousand dollars (\$2,000).
- E. The District-assigned employee to coordinate wood floor refinishing shall receive an annual stipend of five hundred dollars (\$500).
- F. Upon approval of their supervisor, employees may complete course training requirements on District-paid time, if available for license/certification obtained by an employee in the performance of their assignment (such as ASE-Automotive Service Excellence, Electrician, Refrigeration, HVAC, Plumbing, Pesticide, NICET Fire Alarm systems). License/certification fees will either be paid by District purchase card or employee reimbursement.
- G. Effective beginning the 2026-2027 school year, all employees in the Custodial and Food Service employees shall receive reimbursement of up to one hundred fifty dollars (\$150) annually for the purchase of shoes worn at work.

Employees who acquire and maintain the license/certification shall receive an annual stipend of one thousand two hundred dollars (\$1,200).

Section 13.7.

Security Officers who are subject to this agreement shall receive reimbursement of up to three hundred dollars (\$300) annually for the purchase of work-related equipment and uniform shirts and jackets within one (1) pay period of when Accounts Payable have received all required reimbursement paperwork.

Section 13.8. Uniform Shirts and Jackets.

Employees receiving a clothing stipend under Sections 13.6.B and 13.7 will be responsible for purchasing and wearing those uniform work shirts designated by the District, selected in consultation with the Association. Purchases made by the employee will be charged directly to the District and such charges will be deducted from the employee's annual clothing stipend.

For the 2025-2026 school year only, all current Security Officer and Maintenance employees shall be provided five (5) uniform shirts, one (1) uniform sweatshirt, and one (1) uniform jacket from the District. Thereafter, newly hired Security Officer and Maintenance employees shall receive the same uniform allotment upon hire.

Beginning with the 2026-2027 school year, all Security Officer and Maintenance employees shall be provided one (1) uniform shirt per year, upon request to the employee's supervisor, not subject to the employee's stipend in Section 13.6 B or 13.7. The District will send an annual reminder to employees letting them know that they can have a new shirt each school year.

Should the Association designate a specific day for employees to wear Association apparel, employees described in this section may also wear Association provided apparel while on the job in addition to or instead of the uniforms described above, provided the employee otherwise visibly displays District ID.

Section 13.8.

Employees who perform maintenance and installation on District fire systems must be certified NICET Level II or higher. Level I NICET certified employees may provide maintenance or installation of fire systems if supervised by the Level II (or higher) NICET certified employee. The District shall determine the number and level of NICET certified employees. Cost of NICET certification will be paid by the District. A minimum of three (3) months training is required for Level I NICET certification. NICET certified employees shall provide a copy of the Level certificate to the Maintenance Supervisor and to the District Office for their personnel file. Employees in Level I NICET training will be paid at their applicable step on the carpenter wage scale. Work hours will be reported on the additional pay timesheet and will correspond to the site/assignment and approved by the Maintenance Supervisor.

Section 13.9. Summer School.

When the summer school session includes the July 4 holiday, current contracted employees (custodians, security officers, and food service workers) hired to work summer school will add the holiday to their timesheet for additional pay. The hours will be paid at straight time, unless the employee is required to work on the holiday. Summer school employees will be paid an additional one dollar fifty cents (\$1.50) per hour corresponding to their step placement and summer assignment to recognize the value of vacation pay, personal leave and sick leave. The holiday and vacation rate will not apply to substitutes employed in the summer program.

Section 13.10. Food Service Catering.

Food Service employees who perform catering and similar extra work for additional time/additional pay will be paid at the Catering wage at the employee's appropriate longevity step. Employees interested in providing catering support will be placed on a catering list. Additional time for catering events will be offered by seniority at the catering site among those on the list. If no staff from the site accept the position, assignment will go by seniority based on the District-wide list. Seniority may be bypassed in order to ensure the needed skills and experience necessary for the event. The District will specify such skills and experience in a written communication to the bypassed employee.

Disputes over determinations concerning the necessary skills and experience shall not be eligible for arbitration. Hours offered will not place the employee into overtime status for that week (over forty (40) hours per week) without District approval. This process excludes emergency or short-term notice events. Short term is defined as catering requests contracted five (5) working days or less from the date of the event.

ARTICLE XIV

TRAINING/PROFESSIONAL DEVELOPMENT

Section 14.1. Professional Development.

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

A variety of training opportunities may be developed and offered. If the District requires attendance of the employee, regular salary rates will be paid. In no event will overtime rates be paid. If attendance is voluntary, the employee may utilize this fund for payment of tuition, travel expenses, substitute expenses, and materials required for such attendance. Employees may request staff development funds by filling out a Staff Development Request Form. Such application must be approved by the employee's supervisor, the Association Chapter President(s) and final approval will be granted by the Superintendent/designee.

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

Section 14.2.

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

Section 14.3. All Staff Orientation.

The District will provide five (5) hours additional pay, at the employee's regular pay rate, to each classified staff member for the following purposes: Two (2) hours will be paid for attending the All-Staff Orientation Program, three (3) hours will be paid for District or site related orientations/trainings/work, unless these occur during the employee's normal work hours. New employees will be paid for any additional required training that is part of their induction to the District, unless this occurs during the employee's normal work hours. Meetings regarding benefit/pay information are on a non-paid basis. Association packets shall also be provided to new classified employees at the new employee orientation.

ARTICLE XV

TERM AND SEPARABILITY OF PROVISIONS

Section 15.1.

The term of this Agreement shall be September 1, 2025 through August 31, 2028.

Effective September 1, 2025, the following position-specific raises shall be implemented:

- 0.73% for Head Cook
- 6.74% for Grounds
- 2.0% for Carpenter / Mechanical/ Heating/ Painter /Roofer
- 0.92% for Mechanic Technician
- 2.22 % for Education Technology Assistant

Once the above position specific increases are implemented, Schedule A shall be increased by the state inflationary adjustment (IPD) plus an additional one percent (1.0%). Effective September 1, 2026, Schedule A shall be increased by the state inflationary adjustment (IPD) plus an additional one percent (1%). Effective September 1, 2027, Schedule A shall be increased by the state inflationary adjustment (IPD) plus an additional one percent (1%).

Section 15.2.

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

Section 15.3.

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

Section 15.4.

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

Section 15.5.

Neither party shall be compelled to comply with any provision of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 15.6.

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

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

MOUNT VERNON M&O CHAPTER, #819

BY: 
Brian Anderson, Chapter President

DATE: 9/26/25

MOUNT VERNON SCHOOL DISTRICT, #320

BY: 
Victor Vergara, Ed. D, Superintendent

DATE: 9/19/25



MOUNT VERNON SCHOOL DISTRICT
SCHEDULE A
CUSTODIAL, MAINTENANCE, FOOD SERVICE, TRANSPORTATION MECHANICS, & TECHNOLOGY
September 1, 2025 - August 31, 2026

	Sub	Step 1 0-3 Yrs	Step 2 4-7 Yrs	Step 3 8-11 Yrs	Step 4 12-15 Yrs	Step 5 16-20 Yrs	Step 6 21-25 Yrs	Step 7 26+ Yrs
Custodial								
Head Custodian-High School		\$34.72	\$35.47	\$36.25	\$37.03	\$37.78	\$38.78	\$40.28
Head Custodian-Middle School		\$33.98	\$34.71	\$35.44	\$36.15	\$36.88	\$37.88	\$39.38
Head Custodian-Elementary School		\$33.64	\$34.42	\$35.16	\$35.93	\$36.14	\$37.14	\$38.64
Head Custodian-HS Gym Custodian		\$33.98	\$34.71	\$35.44	\$36.15	\$36.88	\$37.88	\$39.38
Custodian (includes Gym Custodian)	\$29.83	\$31.20	\$31.91	\$32.57	\$33.28	\$33.94	\$34.94	\$36.44
Facility Monitor/Assistant Summer Custodian		\$21.35	\$21.91	\$22.49	\$23.11	\$23.74		
Maintenance								
Carpenter/Mechanical/Heating/Painter/Roofer		\$45.23	\$46.50	\$47.79	\$49.05	\$50.31	\$51.31	\$52.81
Grounds		\$35.12	\$35.95	\$36.69	\$37.45	\$38.18	\$39.18	\$40.68
Athletic Program Support/ Maintenance /Utility/Warehouse Inventory		\$37.00	\$37.92	\$38.79	\$39.58	\$40.33	\$41.33	\$42.83
Assistant Maintenance/Utility/Courier		\$29.67	\$30.34	\$31.00	\$31.45	\$31.86	\$32.86	\$34.36
Security								
Security Lead		\$36.42	\$37.27	\$38.10	\$38.84	\$39.57	\$40.57	\$42.07
Security Officer		\$34.37	\$35.21	\$36.06	\$36.79	\$37.53	\$38.53	\$40.03
Transportation Mechanics								
Shop Foreman		\$42.82	\$44.31	\$45.28	\$46.23	\$47.20	\$48.20	\$49.70
Technician		\$39.43	\$40.44	\$41.47	\$42.49	\$43.50	\$44.50	\$46.00
Technician's Assistant		\$34.80	\$35.49	\$36.18	\$36.85	\$37.54	\$38.54	\$40.04
Technology								
Server/Infrastructure Specialist II		\$56.92	\$58.76	\$60.57	\$62.40	\$64.24	\$65.24	\$66.74
Server/Infrastructure Specialist I		\$54.64	\$56.40	\$58.15	\$59.91	\$61.66	\$62.66	\$64.16
Network Support Specialist		\$45.53	\$47.00	\$48.45	\$49.92	\$51.39	\$52.39	\$53.89
Bench Tech/Education Technology Assistant	\$35.24	\$37.17	\$38.30	\$39.47	\$40.59	\$41.74	\$42.74	\$44.24
Food Service								
Kitchen Manager		\$33.05	\$33.91	\$34.29	\$35.13	\$36.00	\$37.00	\$38.50
Head Cook		\$29.14	\$30.05	\$31.02	\$31.68	\$32.90	\$33.90	\$35.40
Large Kitchen-Assistant Head Cook		\$28.91	\$29.75	\$30.61	\$31.45	\$32.32	\$33.32	\$34.82
Assistant Cook		\$28.21	\$29.04	\$29.86	\$30.69	\$31.51	\$32.51	\$34.01
Food Service Assistant	\$24.61	\$25.44	\$26.31	\$27.17	\$28.02	\$28.86	\$29.86	\$31.36
Warehouse/Food Service Driver		\$34.17	\$34.88	\$35.59	\$36.27	\$36.98	\$37.98	\$39.48
Catering (median wage of FSA/HC)		\$27.19	\$28.07	\$28.98	\$29.88	\$30.77	\$31.77	\$33.27

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: _____
(the position I am resigning from)

New Position: _____

New Position Start Date: _____

One (1) copy shall be retained by the employee, one (1) copy to be placed into employee's personnel file at the District office and one (1) copy to be placed in employee's working file.

Employee's Signature

Date

MOUNT VERNON SCHOOL DISTRICT
TRANSFERRING EMPLOYEE FORM

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



Classified Evaluation

OVERALL PERFORMANCE DURING THE EVALUATION PERIOD COVERED BY THIS REPORT:

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

Employee Name: _____

Supervisor Name: _____

Site: _____

Date of Evaluation: _____

Evaluation Term: _____

(School year or probationary)

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

