COLLECTIVE BARGAINING AGREEMENT BETWEEN

MOUNT VERNON SCHOOL DISTRICT NO. 320

AND

PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON M & O

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

SEPTEMBER 1, 2017 - AUGUST 31, 2020

Public School Employees of Washington / SEIU Local 1948
P. O. Box 798
Auburn, Washington 98071-0798
866.820.5652
www.pseclassified.org

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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 30 days of work in one 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.

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

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

Schedule A: Attached.

Section 1.4.
The District agrees to provide job descriptions for all positions covered by this Agreement to the President(s) of the Association.

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

Section 1.4.1. Job Review.
Any employee who believes their job has changed significantly may request re-evaluation. Requests for re-evaluation of existing positions shall be made in writing by the employee to the Director of the Human Resources Department and the Association President(s). A Job Review Committee, made up of two (2) representatives from the District and two (2) representatives of the Association, shall review those positions whose responsibilities and/or skills requirements may have changed significantly. The final recommendations of the Committee shall be advisory and shall be non-binding on both parties.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1.
It is agreed that the customary and usual rights, powers, functions and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws, regulations and the provisions of this Agreement is the right to direct the work force, the right to hire, promote, retain and assign employees in positions; the right to suspend, discharge, demote or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means and the personnel by which such operation is conducted.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement as well as the obligations imposed by District Policies and Procedures and Washington State Laws.

Section 2.3.
The Association agrees that there will be no strike, work stoppage or slowdown, boycott or picketing against the School District during the life of the Agreement. The School District, in turn, agrees that there will be no lockout during the life of this Agreement.

Section 2.4. DOL Abstract of Driving Record (ADR).
New employees whose duties involve driving Employer vehicles will accommodate the Employer in obtaining, at Employer cost, a Department of Licensing Abstract of Driving Record (ADR). The Employer will review the ADR to ensure that the new employee driving record is in compliance with the recommendations of the Employer's property and liability insurer prior to employment.

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

Employees who drive school 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 work day. Any employee who drives a school district vehicle and has their driver's license suspended or revoked must report it to their supervisor or designee within the next work day.

Following such a report, the District may review whether just cause for discipline is present in accordance with Article 9, Section 12 of this agreement. Such decisions will be based upon whether

there is a sufficient connection between the employee's outside conduct and their employment and/or the employee's inability to fulfill their job responsibilities with suspensions or revocations of their approval to drive district vehicles.

Violations (not intended to be all-inclusive list)

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

ARTICLE III

RIGHTS OF THE EMPLOYEE

Section 3.1.
It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and legally assist the Association.

Section 3.2.
Each employee shall have the right to bring matters of personal concern that relate to the employee's work to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.3.
Employees subject to this Agreement have the right to have Association representatives or other persons present at discussion between themselves and supervisors or other representatives of the District.

Section 3.4.
Neither the District, nor the Association, shall discriminate against any employee subject to this Agreement on the basis of age, creed, religion, race, color, national origin, sex, marital status, sexual orientation including gender expression or identity, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or use of a trained guide dog or service animal by a person with a disability, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

Section 3.5.
The District shall maintain a single personnel file which shall be kept in the Personnel Office and which shall be controlled by the Superintendent or designee.

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

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

1. The District will make every effort to alert employees to any item that has a potential for discipline in a timely manner.

2. The administrator or supervisor will offer/provide support through coaching, clarification of procedures and/or additional information. Such support may extend into the next school year.

3. Should the employee refuse/decline the support, a written summary of the complaint will be placed in the official Personnel File. Such summary will include employee signature of the complaint. However, the signature does not represent employee agreement.

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

Section 3.5.1.
Employees, upon request, have the right to inspect all contents of their complete personnel files kept within the District, in the presence of an administrator or district representative. During the review, employees shall be allowed to request copies of any materials therein and shall be permitted to make a written inventory of any material there, and, on request, have such inventory signed and dated by a district representative.

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

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

Section 3.6.
Employees have the right to request the Superintendent to review their file and remove derogatory materials.

Section 3.7. Evaluations.
The District shall provide each classified employee with an annual written evaluation. All evaluations shall use the forms included as Attachment A of this Agreement. The employee evaluation shall be completed at least ten (10) days prior to the conclusion of the employee's contracted work year. As part of the annual evaluation, a conference between the supervisor and the employee shall be held. A copy of the evaluation must be given to the employee at the conference or within ten (10) working

days of the evaluation conference. The District will make every effort to alert employees to performance concerns prior to the annual evaluation. An overall performance that is rated as unsatisfactory and therefore requiring improvement must be followed by a written plan of improvement in the area(s) noted. The parties have a goal to collaboratively develop the plan of improvement. In the absence of agreement, the District has the right to establish and implement the plan.

Section 3.8.
The District will make reasonable efforts to create a work environment that is free of unsafe or hazardous conditions. Any employee who believes that a condition is unsafe or hazardous must notify his/her immediate supervisor, in writing, stating his/her concerns. The supervisor will respond to such notification within five (5) workdays. If the employee determines that the supervisor's actions or answer does not correct the problem, the employee may contact the next level of management or administration. Every employee has the right to make these reports without fear of reprisal. Additionally, employees who believe that an emergent working condition is unsafe have an obligation to bring the condition to the attention to the immediate supervisor. The supervisor will then act to resolve the issue.

Section 3.9. Surveillance and Monitoring.
The use of surveillance and monitoring systems in District operated facilities and vehicles are for the purpose of reducing discipline problems and providing a safe environment for students and staff. Furthermore surveillance and monitoring systems are a tool to assist in monitoring students on the bus and in buildings to document student behavior. Information from surveillance and monitoring systems will not be used for the purpose of staff discipline except as part of an investigation into allegations of cases of misconduct as defined by RCW 50.04.294. All PSE employees will be informed of the use of such systems.

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

ARTICLE IV

ASSOCIATION REPRESENTATION

Section 4.1.
The Association has the right and responsibility to represent the interest of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; and to enter collective negotiations with the objective of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2.
Duly authorized representatives of PSE shall be authorized to transact official union business on school property when District employees are not performing assigned duties, provided that this shall not interfere with or interrupt normal work or school procedures, and shall upon request, be required to

present proper identification. No group meetings shall be allowed during working hours without administrative permission.

Section 4.3.

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

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

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

Section 4.4.

The District, as part of the general orientation of each new employee subject to the Agreement, shall provide such employee with a new employee packet to be furnished to the District by the Association. In addition, the District will provide each member of the bargaining unit with an electronic link to the Agreement within thirty (30) days of its ratification by both parties. PSE will provide the District with the Agreement to be distributed.

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

Section 4.5.

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

Section 4.6. Bulletin Board.

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

Section 4.7.
The District shall provide the President of the Association with a list of all new employees within fifteen (15) working days of hire.

Section 4.8.
Night custodians shall be allowed to attend PSE chapter meetings with no loss of pay, for a maximum of ninety (90) minutes per meeting, provided their building is secured and locked before leaving. Additionally, the parties agree that employees who attend the PSE meetings during their regular work hours are expected to make up missed work time.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATIONS AND NEGOTIATION

Section 5.1.
It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs and procedures relating to or affecting hours, wages, grievance procedures and working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2. School Calendar.
The parties agree that PSE shall have equitable representation with other employee groups in the development of the school calendar.

Section 5.3. Budget Impact.
The parties agree to meet prior to June 1 to discuss and share with employees the potential impacts of any District budget decisions. The parties further recognize that additional modifications to the District budget may occur up to the time of budget adoption by the School Board.

Section 5.4
When assembling an interview team, the following parties will be invited: District (Administrator/ Supervisor) representation, PSE representation (Chapter Leadership including classification representative appropriate for posting) and other staff as determined by the District with the following parameters.

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

ARTICLE VI

HOURS OF WORK

Section 6.1.
The work week shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided however, the District may assign an employee to a work week of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

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 school 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 ($.30) cent per hour shift differential. Such differential shall be in addition to the employee's regular salary, 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.

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 (1-1/2) 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.

Section 6.7.3.

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

Section 6.8. Flex Time.

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

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

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

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

Section 6.10. Compensatory Time.
The District may offer compensatory time in lieu of overtime.

- Comp time is available at the discretion of the District. Compensation by overtime pay or comp time is at the discretion of the employee.
- Comp time shall accrue at the rate of one and one-half (1 ½) times hours worked. Accrual of comp time shall not exceed forty (40) hours.
- The District will document the accrual and use of comp time.
- Use of comp time shall be by mutual agreement between the supervisor and employee. There shall be no roll-over of comp time from one fiscal year to the next. Comp time earned but not taken will be compensated at the employee's overtime rate.

Section 6.11. Contract Time Adjustment.
When an employee's daily work schedule is increased or decreased between fifteen (15) to forty-five (45) minutes due to program need for thirty (30) consecutive work days in a school year, the supervisor will submit the Request for Time Adjustment form to the Personnel Office. The regular shift hours, salary and benefits will be adjusted as close to the next beginning or middle of the succeeding month as the change occurs.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays.
All employees shall receive the following paid holidays that fall within their work year:

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

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

Section 7.1.1. Worked Holidays.
Employees who are required to work on the aforementioned holidays shall receive the pay due them for the holiday, plus time and one half their base rate for all hours worked on such holidays ("two and one-half times").

Section 7.1.2. Holidays During Vacation.
Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 7.1.3. Working on a Holiday.
At the request of an employee and upon management approval, the employee may work on a scheduled holiday for straight time. The employee will receive a later day off in lieu of the holiday time worked, as agreed upon by the employee and management.

Section 7.2. Vacations.
Employees covered by this Agreement shall be entitled to paid vacations at their regular number of workday hours on the following basis:

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

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

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

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 261st and 262nd work day. The scheduling of the 261st and 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 work days:

2017-2018 School Year – 261 Days
2018-2019 School Year – 260 Days
2019-2020 School Year – 261 Days

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave (Illness or Injury).
Sick leave shall be granted to each employee at the rate of one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. New employees hired during the year shall receive prorated sick leave benefits. Sick leave shall be vested when earned and may be accumulated up to the legal maximum. 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 five (5) 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, or the

employee's immediate family including spouse, parent, grand-parent, sibling, child, anyone else living in the immediate household as a member of the employee's family or any person to whom the employee stands in the relationship of legal guardian/ward, or parent-in-law.

Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or injury, shall notify their immediate supervisor at the earliest possible moment stating the reason. For planned surgeries or anticipated disablements which will necessitate sick leave, the affected employee shall notify his or her immediate supervisor 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 8.5.).

Section 8.1.1.
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.

Section 8.1.2.
At the time of separation from school district employment due to retirement or death, an employee eligible to retire or the employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation for each four (4) days accrued sick leave.

Section 8.1.3. Sick Leave Attendance Incentive Program.
In January of the year following any year in which the minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at the rate equal to one (1) day monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day monetary compensation. Employees shall receive payment for their accumulated sick leave no later than their March paycheck.

Section 8.1.4.
Employees who have accrued sick leave while employed by an approved public entity in the State of Washington may transfer accrued sick leave balance upon employment with the District in accordance with RCW 28A.400.300. Verification forms will be the responsibility of the employee and will be provided upon request.

Section 8.2. Emergency Leave.
Emergencies are those events which are suddenly precipitated or which is of such a nature that preplanning could not relieve the necessity for the absence. The problem must be one of major importance and not a mere convenience. Emergency leave shall be non-cumulative and shall be charged against sick leave. Additional time may be granted by the Superintendent.

In case of emergency as defined above, it shall be the responsibility of the employee to notify their immediate supervisor as soon as possible regarding their absence. In order to be eligible for emergency leave, written application to the Superintendent/designee must be made within fourteen (14) days of return to work. Determination of approval will be by the Superintendent/designee based

on preceding criteria; such emergency leave will be limited to a maximum of four (4) days per year. Additional paid time may be granted by the Superintendent/designee.

Section 8.3. On-The-Job-Injury/Illness.

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

Section 8.3.1.

In the event a regular employee is absent from work because of an L & I work-related injury, a temporary replacement may be used on a substitute basis. If the employee will be absent from work for an extended period of time as verified by a physician's statement (30 working days or more), the District will post a "Leave Replacement" vacancy for the duration of the leave.

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

Section 8.4. Bereavement Leave.

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

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

Section 8.5. Maternity Leave.

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

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

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

Employees may use maternity leave in conjunction with an unpaid leave of absence as provided in Section 8.8.

Section 8.6. Paternity Leave.
A male employee, upon request, shall be granted a maximum of five (5) days leave, on or about the date of the birth of his child. Such leave shall be deducted from sick leave or emergency leave. In unique situations, the employee may request additional days by submitting a written application to the Superintendent or designee.

Section 8.7. Adoptive Leave.
Ninety (90) days non-paid leave shall be granted an employee who adopts a child under the age of six (6). The employee shall submit a written request to the Superintendent/designee.

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

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

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

Section 8.8. Childcare Leave.
Ninety (90) days of non-paid leave shall be granted an employee to care for a newly born child. The leave must commence immediately following the childbearing disability leave.

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

Section 8.9. Leave of Absence.
Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and only upon approval of the Board of Directors, any employee who has completed two (2) years of service with the District may be granted a leave of absence for a period up to but not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 8.9.1.
An employee returning from a Board approved leave of absence shall be assigned to the position occupied before the leave of absence. In the event the position does not exist in the District, the employee will be assigned to a position substantially comparable to the position held before the leave of absence.

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

Section 8.9.2.
The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave and seniority shall not accrue while the employee is on a leave of absence; provided, however, that if such leave is approved for industrial accident or industrial illness, seniority shall accrue.

Section 8.10. Judicial Leave.
In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court. In the event that an employee is party in a court action, such employee may request an appropriate leave.

Section 8.11. Personal Leave.
Two (2) days of personal leave, with pay, shall be granted each year. New employees hired after December 31 but before the end of the current school year shall be granted one (1) personal leave day for the balance of the school year.

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

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

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

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

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

Section 8.12. Leave Sharing.
All voluntary leave sharing among school district employees shall be in strict compliance with current RCW 41.04.660.

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

Section 8.13. Leave Replacement.
If the District has notice that an employee will be absent for an extended period of time (thirty (30) working days or more), the District will post a "Leave Replacement" vacancy for the duration of the absence if a replacement is used.

ARTICLE IX

PROBATION, SENIORITY, LONGEVITY AND LAYOFF PROCEDURES

Section 9.1.
The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 9.2.
Each new hire shall remain in a probationary status for a period of not more than ninety (90) work days following the hire date. The employee shall receive an evaluation after sixty (60) work days in the presence of their supervisor. During this probationary period the District may discharge such employee at its discretion.

Section 9.3.
Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 9.4.
The seniority rights of an employee shall be lost for the following reasons:

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

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

Section 9.4.1.
Seniority rights shall not accrue for the following reasons, without limitations:

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

Section 9.4.2.
In situations where time is lost by reason of judicial leave, industrial accident or industrial illness, seniority credit shall continue to accrue as outlined in Section 8.9.2.

Section 9.5.
Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3. and equivalent positions shall be those set forth in Schedule A.

Section 9.6.
Seniority shall be the first consideration in all matters of job promoting, assignment to new or open jobs and positions, shift selection, layoff, addition or reduction in hours, rehire, vacation and special services (including overtime), providing the employee meets the qualifications.

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

Section 9.6.1. Higher Level Positions.
Employees who apply for a higher level position shall demonstrate their ability to meet the qualifications of a higher level position through a mutually agreed upon selection process.

Section 9.6.2.
The District shall publicize all new and open positions that are part of the bargaining unit for at least five (5) days prior to any selection process occurring. All postings will list necessary job qualifications and all qualified employees can apply and will be considered for all open positions. Employees may submit a position bid form noting the specific position for which they are applying. The bid form must be submitted before the posting closes. A copy of the job posting shall be forwarded to the President(s) of the Association and shall be posted at each building/worksite. If the most senior applicant will be awarded the position based upon their demonstrated ability to meet the job qualifications, supervisors may waive interviews with other in-district applicants. The District may also limit the number of candidates interviewed. If the number of candidates is limited, the District shall interview all of the candidates meeting the minimum qualifications who are more senior to the least senior candidate interviewed. When both parties agree, members of a particular position within a classification may attend a District meeting to bid for positions that are open or vacant or may become available due to the previous set bidding. Bidding will be awarded based on seniority.

Section 9.6.3. Lateral Positions.
Classification seniority shall be the first consideration for new or open lateral jobs or positions (same classification/wage range). Lateral changes in position will be limited to one (1) change per employee per year, unless the change would increase the employee's number of hours or work days or as approved by the Union and the District.

Section 9.6.4.
Increases of one (1) hour or more to a job assignment during any school year shall be considered a new position and shall be posted in accordance with the terms of this Agreement.

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

Section 9.6.5.
Decreases of one (1) hour or more to a job assignment during any school year shall allow the affected employee to bump a less senior employee in an equivalent position within their classification. Within five (5) working days following notification of reduction, said employee must submit a written request to bump.

Section 9.7.
Employees who change job classifications within the bargaining unit(s) shall retain their hire date in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

Section 9.7.1.
Employees changing job classifications must resign their current position, using the position resignation form or by submitting a written letter of resignation from their current position. All rights afforded in Section 9.9 shall apply.

Section 9.7.2.
Employees working in more than one general job classification shall enjoy seniority for all such work concurrently, so long as they continue to work in those classifications.

Section 9.7.3.
Employees in the Custodial classification who are employed less than two hundred sixty (260) days shall be given first opportunity, by seniority, to work all additional summer custodial hours.

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

Section 9.7.4. Rental Monitor.
The process for assigning rental monitors will occur in the following sequence:
Custodians assigned to the site of the rental will be offered the monitor assignment first, based upon seniority. When offered a rental monitoring assignment, whether accepted or declined, that employee moves to the bottom of the list of interested staff at their site.

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

Section 9.8. Longevity.

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

Section 9.8.1.

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

Section 9.9.

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

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

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

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 PSE bulletin boards, utilization of e-mail, utilization of the District's on-line training calendar, utilization of PSE 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 two (2) weeks notice prior to layoff.
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 must have completed the probationary period.
B. 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.
C. When a position comes open, current employees will have first opportunity to be selected through the position bid process.
D. Following the above process, the District will notify the senior person on the recall list when an equivalent position comes open in their classification.
E. 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.
F. 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:

1. A list shall be maintained by building, noting total time reductions by employee name and date of reduction.
2. 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.
3. Whenever possible, time will be restored as first lost, first restored.

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.

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 make available funds to contribute premiums of Association approved group insurance programs. Pursuant to RCW 18A.400.275(1), the parties agree to abide by state laws relating to school district employee benefits.

Section 10.1.1.
Employees enrolled in any mutually approved insurance plan or plans, shall receive a prorated District insurance benefit contribution, based on the employee's FTE status and the amount provided by the state per FTE per month for twelve (12) months for the purchase of insurance benefits. In addition, the District shall pay one-hundred (100%) percent of the State Health Care Authority Retire Subsidy, also known as the carve-out. For insurance calculation purposes, a full FTE is defined as 1,440 hours regular assignment.

Section 10.1.2.
The order of payment for insurance premium costs shall be: First payment will be toward any mandatory benefit plans, as voted upon by PSE (current mandatory is life insurance), second payment shall be for the group dental plan, third payment shall before the group vision plan, and fourth payment shall be for the premium cost of District approved medical insurance plans. Funds, which remain, in any, may be designated toward other permissible basic benefits.

Section 10.1.3.
Employees may authorize the District to withhold deductions for optional insurance plans. Approved plans include: Health/Medical Disability Income Protection, Term Life Insurance, and the VEBA (Voluntary Employee's Benefit Association) Plan.

Section 10.1.4.
In the event the District insurance contribution, plus any additional pooled contributions, is insufficient to pay the cost of any required premiums, a salary reduction will be made to cover the costs of such premiums.

Section 10.1.5.
The enrollment of new employees shall begin with their employment and shall be completed within the first thirty-one (31) days after beginning of the service.

Section 10.2.
All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan approved by the District, and in keeping with District policy. On receipt of a written authorization by

an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

Section 10.3.
The District shall provide tort liability coverage for all employees subject to this Agreement.

ARTICLE XI

ASSOCIATION MEMBERSHIP

Section 11.1.
Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 11.2.
All employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the hire date. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 11.3.
Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association, by payroll deduction.

An employee seeking to exercise the right of religious non-association will notify the local PSE chapter President(s) in writing of the desire to do so, with a copy of the notification provided to the employer's payroll office. The notification will state the basis for the employee's assertion of the right of religious non-association, and a nonreligious charity, selected from the PSE state master list of non-religious charities, to which the employee desires contributions to be made. At the time notification is given, the objecting employee will execute a payroll deduction authorization in favor of the selected charity. If there is a dispute regarding the employee's eligibility for religious non-association, or the charity to which contributions will be paid, the employer will commence withholding PSE dues which the employee would otherwise be obligated to pay and these dues shall be held, by the employer until the dispute is resolved. Upon resolution, the amounts will be paid over to the appropriate entity.

If the employee and the Association cannot agree, the dispute shall be resolved by the Public Employees Relation Commission (PERC) pursuant to RCW 41.56.122.

Section 11.4.
Any employee who refuses to become a member of the Association in good standing or pay monthly dues as described in this Article, shall at the option of the Association, be immediately discharged from employment by the District.

Section 11.5.
The District will notify the Association of all new hires within twenty (20) calendar days of the hire date.

PSE will provide the District with packets for new hires. During the orientation of new hires, the District will provide each new hire with a PSE packet.

Section 11.6. Dues Deduction.
The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis. In the event of an error, correction will be made in the following month's transmittal. The District shall be absolved by the Association of responsibility for accuracy and accounting of Association dues and/or assessments. Employees shall be reminded that they need to join the union and fill out a dues authorization card, which shall include accurate and complete personal information and a signature to the District and to PSE and shall not hold the District responsible for errors caused by inaccurate and/or inadequate information provided by the employee.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1. Purpose.
The purpose of this procedure is to provide an orderly method of resolving grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement and shall be resolved in strict compliance with this Article. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

Section 12.1.1. Definitions.

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

Section 12.1.2. Timelines.
Grievances shall be processed in the following manner and within the stated time limits. Time limits shall be calculated commencing on the day after the event or occurrence triggering the running time limit. Time limits provided in this procedure may be extended only by mutual written agreement.

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

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

Section 12.2. Process.

Section 12.2.1. Step 1. Informal Level. Submission of Grievance to Supervisor.
Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with their immediate supervisor or designee. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation. The informal presentation and response at this level may be oral or written.

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

Section 12.2.2. Step 2. Formal Level. Written Submission of Grievance to Supervisor.
If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor or designee within fifteen (15) days after receipt of the response at Step 1. The written grievance shall contain the following:

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

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

Section 12.2.3. Step 3. Superintendent/Designee Level.

A. Individual Grievance
If the grievance is not settled at Step 2 and the Union believes the grievance to be valid, a written statement of the grievance shall be submitted within fifteen (15) days to the District Superintendent or the Superintendent's designee. After submission of the grievance, the parties will have fifteen (15) days to meet with the Superintendent or designee to resolve

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

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

Section 12.2.4. Step 4. School Board.
If no settlement is reached in Step 3 and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) days to the School Board, after receipt of the Superintendent's written response in Step 3. The grievance shall be heard at its next regular meeting, or at a special meeting to be held no more than twenty (20) days from submission of the written grievance to the Board. The grievant(s) shall be allowed to appear before the Board, and to provide a presentation to the Board in executive session. A disposition must be entered at the School Board level within fifteen (15) days of the conclusion of the meeting.

Section 12.2.5. Step 5. Arbitration.
If no settlement is reached in Step 4, the Union has the right to file a demand for arbitration as outlined below:

A. Written notice of a request for arbitration shall be made to the Superintendent within ten (10) days of receipt of the disposition letter at Step 4.

B. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement.

C. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below shall apply to the selection of an arbiter.

D. In the event an arbiter is not agreed upon as provided in paragraph (c) above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) qualified neutrals. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the seven (7) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining

arbiters. From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

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

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

1. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
2. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
3. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
4. The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
5. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of the grievance.

   The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
7. The arbiter shall specify in the award that the Employer or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
8. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

Section 12.3. Binding Effect of Award.

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

Section 12.3.1. Limits of the Arbiter.
The arbiter cannot order the Employer to take action contrary to the law.

Section 12.3.2. No Duty to Maintain Status Quo.
The Employer has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

Section 12.3.3. Freedom from Reprisal.
There will be no reprisals against the grievant or others as a result of his/her participation in this process.

Section 12.3.4. Timelines.
Grievance claims involving retroactive compensation will be limited to no more than twenty (20) days prior to the initiation of the grievance at the Step 1 meeting.

Section 12.4. Grievance Release Time.
In the event the grievance or arbitration discussions occur during regular employment time, the District shall provide release time without loss of compensation limited to the grievant, required witnesses, and one (1) Union representative unless otherwise approved by the District. It is recognized that meetings and/or discussions to prepare for grievance and/or arbitration hearings are to take place outside the employee's work days and are not to be compensated by the District.

ARTICLE XIII

SALARIES AND EMPLOYEE COMPENSATION

Section 13.1.
Employees shall be compensated in accordance with the provision of this Agreement for hours worked.

Section 13.2.
Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Effective September 1, 2018, all positions on Schedule A shall be increased by 2.8% plus any state-funded improvements as described below. The parties agree to reopen this agreement during the 2018-2019 year for the negotiation of improvements to wages and benefits for the 2019-2020 year.

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

Section 13.3.
Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XV, Section 15.3. Should the date of this Agreement be subsequent to the effective date, salaries, including overtime, shall be effective as mutually agreed.

Section 13.4.
Incremental steps, where applicable, shall take effect on September I of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (1/2) 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.
Mechanics who are subject to this Agreement shall receive reimbursement of up to five hundred dollars ($500.00) annually, for the purchase of new and replacement tools.

Section 13.7.
Security Officers who are subject to this agreement shall receive reimbursement of up to $100 annually for the purchase of work-related equipment.

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 1 NICET certification.

NICET certified employee shall provide a copy of the Level certificate to the Maintenance Supervisor and to the District Office for their personnel file. NICET certified employees will earn the following rate of pay for hours worked in this capacity. Work hours will be reported on the Additional Pay timesheet and will correspond to the site/assignment and approved by the Maintenance Supervisor.

The basis for Schedule A shall be based on the Carpenter wage scale:

Level I Training: Applicable step on wage scale
Level I Certification: Step 5 + 2.5%
Level II Certification: Step 5 + 5.0%

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 and 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.

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 ($2,000) dollars will be available each year. The District shall carryover any unused funds from year to year for a maximum of three-thousand ($3,000.00) dollars. The District agrees to add $3,000, up to $8,000 on an annual basis strictly for use by employees in the Technology classification. The District shall carryover any unused funds. A fund balance report will be provided to the PSE 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 PSE 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.

PSE 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, 2017 through August 31, 2020.

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

BY: Ernest Rinn
Ernest Rinn, Chapter Co-President

BY: Douglas Wargo
Douglas Wargo, Chapter Co-President

DATE: October 23, 2017

MOUNT VERNON SCHOOL DISTRICT #320

BY: Carl Bruner
Carl Bruner, Superintendent

DATE: October 23, 2017

SCHEDULE A
MOUNT VERNON SCHOOL DISTRICT
CUSTODIAL, MAINTENANCE, FOOD SERVICE, TRANSPORTATION MECHANICS & AND TECHNOLOGY
September 1, 2017 – August 31, 2018

	Sub*	Step 1 0-3 Yrs	Step 2 4-7 Yrs	Step 3 8-11 Yrs	Step 4 12-15 Yrs	Step 5 16+ Yrs
Custodial						
(Shift differential: 0.30/hr)						
Head Custodian-High School		$21.61	$22.09	$22.57	$23.04	$23.52
Head Custodian-Middle School		$21.14	$21.60	$22.06	$22.51	$22.97
Head Custodian-Elementary School		$20.93	$21.41	$21.88	$22.36	$22.83
Head Custodian-HS Gym Custodian		$21.14	$21.60	$22.06	$22.51	$22.97
Custodian (includes Gym Custodian	$18.57	$19.42	$19.86	$20.28	$20.72	$21.14
Assistant/Summer Custodian		$13.31	$13.66	$14.01	$14.40	$14.79
Facility Monitor		$13.31	$13.66	$14.01	$14.40	$14.79
Maintenance						
Carpenter		$27.59	$28.37	$29.16	$29.93	$30.70
Grounds		$22.10	$22.63	$23.10	$23.58	$24.05
Mechanical/Heating		$27.59	$28.37	$29.16	$29.93	$30.70
Painter/Roofer		$27.59	$28.37	$29.16	$29.93	$30.70
Athletic Program Support/Maintenance		$24.87	$25.48	$26.07	$26.60	$27.11
Maintenance/Utility		$24.87	$25.48	$26.07	$26.60	$27.11
Assistant Maintenance/Utility/Courier		$19.95	$20.40	$20.85	$21.14	$21.42
Warehouse Inventory		$24.87	$25.48	$26.07	$26.60	$27.11
Fire Alarm System - Level 1						$31.47
Fire Alarm System - Level 2						$32.24
Security						
Security Officer		$22.95	$23.51	$24.06	$24.55	$25.04
Transportation Mechanics						
Shop Foreman		$26.44	$27.35	$27.95	$28.54	$29.13
Technician		$24.11	$24.73	$25.36	$25.99	$26.61
Technician's Assistant		$21.47	$21.91	$22.34	$22.75	$23.18
Technology						
Server/Infrastructure Specialist II		$39.17	$39.89	$40.60	$41.31	$41.94
Server/Infrastructure Specialist I		$37.15	$37.82	$38.51	$39.18	$39.85
Network Support Specialist		$28.72	$29.64	$30.55	$31.47	$32.38
Bench Tech	$21.88	$23.08	$23.79	$24.51	$25.22	$25.93
Education Technology Assistant		$23.08	$23.79	$24.51	$25.22	$25.93
Food Services						
Kitchen Manager		$19.45	$19.97	$20.49	$21.00	$21.52
Head Cook		$17.33	$17.87	$18.10	$18.98	$19.52
Assistant Cook		$16.87	$17.36	$17.85	$18.34	$18.83
Food Service Assistant	$14.72	$15.22	$15.73	$16.25	$16.76	$17.27
Warehouse/Food Service Driver		$20.41	$20.84	$21.27	$21.68	$22.10
Catering		$16.33	$16.84	$17.06	$17.89	$18.40

*Sub rates remain in effect until official contracted hire date; no advancement to Step 1 after 30 days.

MOUNT VERNON SCHOOL DISTRICT
POSITION RESIGNATION FORM

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

Employee Name_____

Current Position_____
(Position I am resigning from)

New Position_____

New Position start date_____

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

_____
Employee's Signature

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

1. Statement by Transferring Employee

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

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

Former District: _____

District Full Address: _____

District Contact Number: _____

Employee Signature: _____

Date: _____

Employee ID or last four digits of SSN: _____

2. Response by Former District

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

_____(District Name)

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

Total number of <u>unused</u> sick leave hours to be transferred: _____
Total number of sick leave hours <u>used</u> in current calendar year (Jan-Dec): _____
Total amount of <u>shared leave used</u> during employment: _____

Name of Certifying official (print) _____ Title: _____

Signature|: _____ Date: _____

3. Return this form to:

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

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

Mount Vernon Schools

Classified Evaluation

OVERALL PERFORMANCE DURING THE EVALUATION PERIOD COVERED BY THIS REPORT:
- ◘ Exceeds Expectations
- ◘ Meets Expectations/Satisfactory
- ◘ Needs Improvement
- ◘ 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.

◘ Exceeds Expectations ◘ Meets Expectations/Satisfactory ◘ Needs Improvement ◘ 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.

◘ Exceeds Expectations ◘ Meets Expectations/Satisfactory ◘ Needs Improvement ◘ 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).

◘ Exceeds Expectations ◘ Meets Expectations/Satisfactory ◘ Needs Improvement ◘ Unsatisfactory
Comments: _____

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

◘ Exceeds Expectations ◘ Meets Expectations/Satisfactory ◘ Needs Improvement ◘ Unsatisfactory
Comments: _____

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

◘ Exceeds Expectations ◘ Meets Expectations/Satisfactory ◘ Needs Improvement ◘ Unsatisfactory
Comments: _____

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

◘ Exceeds Expectations ◘ Meets Expectations/Satisfactory ◘ Needs Improvement ◘ 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.

◘ Exceeds Expectations ◘ Meets Expectations/Satisfactory ◘ Needs Improvement ◘ 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.

◘ Exceeds Expectations ◘ Meets Expectations/Satisfactory ◘ Needs Improvement ◘ Unsatisfactory
Comments: _____

Signatures on reverse

Classified Evaluation

Employee Name: _____

Supervisor Name: _____ Site: _____

Date of Evaluation: _____ Evaluation Term: _____

(School year or probationary)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

Supervisor Signature: _____ Employee Signature: _____

Administrator Signature: _____ Date Signed: _____

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON M&O AND THE MOUNT VERNON SCHOOL DISTRICT #320. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws (ESSB 5940).

1. The provisions of this Letter of Agreement (LOA) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this LOA conflicts with the current CBA, the provision of this LOA shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.

2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:

    a. at least one qualified high-deductible health plan (QHDHP) and health savings account (HSA);
    b. at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2016 state employee benefits year; and
    c. health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

    The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2016-2017 school year.

3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be $5.00. For eligible employees selecting the QHDHP with a Health Savings Account (HSA), up to $125.00 per month from their state benefit allocation will be allocated to the employee's HSA dependent on their total benefit allocation minus their mandatory benefits including their premium rate. . Employees may contribute funds through payroll deduction tax free by contacting the district. The current maximum annual rates are listed below.

Year	Employee only	Employees plus dependents
2017	$3,400	$6,750

4. The parties shall abide by state laws relating to school district employee benefits and this LOA shall be construed consistent with such laws.

This Letter of Agreement shall be effective September 1, 2017, shall remain in effect until August 31, 2020, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

MOUNT VERNON M&O CHAPTER

BY: _____
Ernest Rinn, Chapter Co-President

BY: _____
Douglas Wargo, Chapter Co-President

DATE: October 23, 2017

MOUNT VERNON SCHOOL DISTRICT #320

BY: _____
Carl Bruner, Superintendent

DATE: October 23, 2017

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON M&O AND THE MOUNT VERNON SCHOOL DISTRICT #320. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree as follows:

1. In lieu of replacing the Shop Foreman in the Transportation Department, the District may advertise and hire a Technician's Assistant to support the preventative maintenance of the district transportation fleet.

2. The Transportation Supervisor will serve as the lead overseeing the daily planning, direction and operation of shop staff and projects.

3. The Technician Assistant's work schedule will be 7:00 a.m.-3:30p.m. and provide the necessary coverage/overlap necessary to service vehicles to meet safety standards as well as maintain safety standards for the shop environment.

4. Any time that duties assigned to Technicians match job duties attributed to a Shop Foreman position, either party may request a meeting to discuss realignment of duties or reclassification of staff assignment.

This Letter of Agreement shall become effective September 1, 2017, shall remain in effect until August 31, 2020, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

MOUNT VERNON M&O CHAPTER

BY: Ernest Rinn
Ernest Rinn, Chapter Co-President

BY: Doug Wargo
Douglas Wargo, Chapter Co-President

DATE: October 23, 2017

MOUNT VERNON SCHOOL DISTRICT #320

BY: Carl Bruner
Carl Bruner, Superintendent

DATE: October 23, 2017

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON M&O AND THE MOUNT VERNON SCHOOL DISTRICT #320. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

1. The District may exercise the right to invoke bypass of one or more senior employees who apply for vacant positions.

2. This right will be limited to one (1) bypass in the 2017-18 school year (September 1 – August 31) and one (1) bypass in the subsequent years of the term of this agreement when both the bypassed party and the selected party have completed five (5) years or more of experience in PSE 2 in Mount Vernon in the posted job classifications.

3. The District will notify union leadership and the bypassed employee(s) that it will exercise the right to bypass prior to a hiring decision.

    a. The District will advertise the vacant position, accept applications and notify principal/supervisor of applicant list when vacant position closes for applications.
    b. Principal/supervisor will recommend the District exercise right to invoke bypass to the Assistant Superintendent/Personnel & Human Resources.

4. Hiring decisions using this bypass process are not subject to the grievance procedure.

5. The parties also agree to negotiate a shared understanding of the term "substantially greater" during the term of this agreement.

This Letter of Agreement shall become effective September 1, 2017, shall remain in effect until August 31, 2020, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

MOUNT VERNON M&O CHAPTER

BY: Ernest Rinn
Ernest Rinn, Chapter Co-President

BY: Douglas Wargo
Douglas Wargo, Chapter Co-President

DATE: October 23, 2017

MOUNT VERNON SCHOOL DISTRICT #320

BY: Carl Bruner
Carl Bruner, Superintendent

DATE: October 23, 2017

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MOUNT VERNON M&O AND THE MOUNT VERNON SCHOOL DISTRICT #320. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

Catering and similar extra work for additional time/additional pay may involve food service employees. Such work will be paid at a Catering wage that is the mean of the Food Service Assistant and the Head Cook wages on Schedule A at the employee's appropriate longevity step. The food services director will ask food services staff if they would like to be placed on a catering list in August 2017.

The process for offering and assigning food service employees to off-hours catering or similar extra work will occur in the following manner:

- Additional time for catering events will be offered by seniority at that site among those on the list. If no staff from that site accept the position, it will go by seniority to 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 40 hours per week) without District approval.

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

By May 30, 2018, PSE 2 leadership and the District leadership will meet and review the implementation of this process. At that time the parties will discuss continuation of this agreement.

This Letter of Agreement shall become effective September 1, 2017, shall remain in effect until August 31, 2018, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

MOUNT VERNON M&O CHAPTER

BY: Ernest Rinn
Ernest Rinn, Chapter Co-President

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Douglas Wargo, Chapter Co-President

DATE: October 23, 2017

MOUNT VERNON SCHOOL DISTRICT #320

BY: Carl Bruner
Carl Bruner, Superintendent

DATE: October 23, 2017