

Agreement Between
Mercer Island School District #400
and
Mercer Island Education Association
for
Classified Employees

**This Agreement Shall Be Effective From
September 1, 2007 - August 31, 2009**

**Ratified By the Mercer Island Education Association
and the Mercer Island School District #400**

TABLE OF CONTENTS

PREAMBLE 1
WITNESSETH 1

ARTICLE I – RECOGNITION AND DEFINITIONS
Section 1 – Recognition 2
Section 2 – Definitions 2

ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT
Section 1 – Ratification and Mutual Consent 4
Section 2 – Status of the Agreement 4
Section 3 – Contract Compliance 4
Section 4 – Conformity to Law 4
Section 5 – Distribution of Agreement 4

ARTICLE III - ASSOCIATION RIGHTS
Section 1 – Status of the Association 5
Section 2 – Transaction of Association Business 5
Section 3 – Exchange of Information 5
Section 4 – Prior Notification 6
Section 5 – Responsibility for Representation 6
Section 6 – Membership Administration 6
Section 7 – Hold Harmless 7
Section 8 – Payroll Deductions 8
Section 9 – Notification of New Employees 8
Section 10 – Leave for the Association President 8
Section 11 – Association President 9
Section 12 – District/Association Collaborative Budget Committee 9

ARTICLE IV - EMPLOYEE RIGHTS
Section 1 – Individual Rights 10
Section 2 – Right to Join and Support Association 10
Section 3 – Right to Due Process 10
Section 4 – Personnel Files 11
Section 5 – Employee Protection 12

TABLE OF CONTENTS (Continued)

ARTICLE IV - EMPLOYEE RIGHTS (continued)

Section 6 – Student Discipline 12
Section 7 – Nonteaching Duties..... 13
Section 8 – Employee Tools and Equipment..... 13
Section 9 – Unsafe District Vehicles 13
Section 10 – New Employee Orientation..... 13
Section 11– Distribution of Paraprofessional Time 14
Section 12 – Distribution and Allocation of Special Expenditures 14
Section 13 – Site-based Council 14
Section 14 – Professional Involvement..... 15

ARTICLE V - PERSONNEL ACTIONS

Section 1 – Individual Employee Letters of Assignment 16
Section 2 – Supplemental Letters of Assignment..... 17
Section 3 – Release from Letter of Assignment..... 18
Section 4 – Assignment, Vacancies, Voluntary Transfers and Involuntary Transfers 18
Section 5 – Direct Deposit of Wages Paid 19
Section 6 – Staff Calendar 19
*Section 7 – Insurance Benefits: Long-term disability, Dental, Health, State Industrial
and Section 125* 19
Section 8 – Fringe Benefit Pool 20
Section 9 – Contract Termination Compensation..... 21
Section 10 – Travel Reimbursement..... 21
Section 11 – Incidental Release Time..... 21
Section 12 – Classified Job Descriptions 21
Section 13 – Reclassification 21
Section 14 – Classified Vacation & Holidays..... 22
Section 15 – Classified Optional Work/Training Hours 23
Section 16 – Classified Employees Salary Schedule 24
Section 17 – Classified Overtime Pay 24
Section 18 – Experience Credit and Step Advancement..... 25
Section 19 – Classified Probation..... 25
Section 20 – Classified Employees Shift Differential 25

TABLE OF CONTENTS (Continued)

ARTICLE V - PERSONNEL ACTIONS (Continued)

Section 21 – Classified Work Schedule and Minimum Guarantees 25
Section 22 – Classified Bus Driver Schedule 26
Section 23 – Classified Summer Work Schedule..... 26
Section 24 – Classified Work Day/Week 26
Section 25 – Classified Rehires 27
Section 26 – Classified Substitute Salaries..... 27

ARTICLE VI - LEAVES

Section 1 – Leave Allowances 28
Section 2 – Sick-leave Conversion 28
Section 3 – Family and Medical Leave 29
Section 4 - Maternity Disability Leave 30
Section 5 - Paternity Leave..... 30
Section 6 – Leave of Absence Without Pay 30
Section 7 – Military Leave..... 31
Section 8 – Jury Duty and Subpoena Leave..... 32
Section 9 - Attendance at Meetings, Conferences and Special Events..... 32
Section 10– Association Leave..... 32

ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 – Layoff, Adverse Effect, and Recall of Classified Employees..... 33

ARTICLE VIII - EVALUATION

ARTICLE IX - GRIEVANCE PROCEDURES

Section 1 – Purpose 38
Section 2 – Definitions 38
Section 3 – General Conditions 38
Section 4 – Grievance Procedure 39

ARTICLE X - SALARIES AND COMPLIANCE 41

ARTICLE XI - TERMS OF AGREEMENT 42

TABLE OF CONTENTS (Continued)

APPENDIX A – Forms and Schedules

- *Inventory of Personnel Files*
- *Letter of Assignment*
- *Limited Letter of Assignment*
- *2007-08 Classified Salary Schedule*
- *Classified Supplemental Letter of Assignment – 1 Year*
- *Classified Supplemental Letter of Assignment*
- *Supplemental Salary Schedule of Classified Positions for 2007-08*
- *2007-2008 Calendar*
- *2008-2009 Preliminary Calendar*
- *Classified Site Orientation*
- *Classified 24 Hour Optional/Training Agreement*
- *Completed 24 Hour Optional/Training Record*
- *Form A – Complaint by the Aggrieved*
- *Form B – Decision of Immediate Supervisor*
- *Form C – Decision by Superintendent or Hiring Officer*
- *Form D – Determination Regarding Arbitration*
- *Form E – Determination of Arbitrator*

APPENDIX B – Classified Employee Evaluation

APPENDIX C – Evaluation of Supplemental Contracts

APPENDIX D

Letter of Agreement between Mercer Island School District and Mercer Island Education Association reached June 18, 2007

APPENDIX E – Evaluation of Supplemental Contracts for Coaches at Secondary Level

APPENDIX F – Federally Mandated Drug and Alcohol Testing Program

PREAMBLE

This Agreement is entered into between the Board of Directors on behalf of the Mercer Island School District #400, King County, State of Washington, herein referred to as the "District" and the Mercer Island Education Association, herein referred to as the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mercer Island is their mutual aim and that the character of such education depends in large part upon the quality of the employees, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employees Collective Bargaining Act, Chapter 41.56 RCW, Laws of 1986 to bargain with the Association as the exclusive representative of its personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the preceding mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

Section 1 – Recognition

The Board recognizes the Mercer Island Education Association as the sole and exclusive representative for all employees included in the bargaining unit as delineated in parts A, and B hereof.

- A. All persons filling co-curricular positions as listed on the classified co-curricular salary schedule and/or issued supplemental contracts, excluding administrators.

- B. All classified employees including, but not limited to, administrative assistants, bus drivers, secretaries, paraeducators, activities coordinator, athletic trainer, dispatcher, flagger, interpreter, library and account clerks, lot attendant, registered nurse, playground supervisor, security liaison, and technology specialists, excluding the following positions:
 - Payroll Coordinator
 - Business Services Manager
 - Business Analyst
 - Instructional Services Coordinator
 - Administrative Assistant for Business Services
 - Personnel Analyst
 - Personnel Assistant
 - Custodial & Maintenance Supervisor
 - Transportation Services Supervisor
 - Administrative Assistant for Superintendent Services
 - Business Specialist

Also excluded are students enrolled in public school and employed by the District, temporary summer employees; employees who are paid on an hourly rate and whose position is sixty (60) days or less per year, custodial employees, maintenance and operations employees, and warehouse employees.

Section 2 – Definitions

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

The term “**Agreement**” shall mean this entire contract and any subsequent addenda mutually agreed upon during the period of the contract.

The term “**Association**” shall mean the Mercer Island Education Association.

The term “**Board**” shall mean the Board of Directors of the Mercer Island School District #400, also referred to as “employer”.

The term “**District**” shall mean the Mercer Island School District #400.

ARTICLE I - RECOGNITION AND DEFINITIONS

The term “**employee**” shall mean all nonsupervisory classified employees being paid on the Classified Salary Schedule and all employees on classified supplemental contracts who are represented by this bargaining unit and their substitutes.

The term “**voluntary transfer**” shall mean the transfer of an employee from one position to another at his/her written request.

The term “**vacancy**” shall mean a position not filled by an employee.

The term “**involuntary transfer**” shall mean any transfer which is not a voluntary transfer.

The term “**classified employee**” shall mean a nonsupervisory classified bargaining unit employee

The term “**days**” shall mean employee work days unless otherwise specifically defined in this Agreement.

The term “**Act**” shall mean the Public Employees Collective Bargaining Act, Chap. 41.56 RCW, Laws of 1986.

The term “**limited contract**” shall mean a contract issued to an employee who has been hired to fill a position temporarily vacant due to leave of absence or sabbatical leave.

The term “**classified limited letter of assignment**” shall mean a letter issued to a classified employee who has, (a) been hired to fill a position temporarily vacant due to leave of absence, or (b) been hired to fill a position created for a temporary situation or need.

The term “**assignment**” shall mean notification and placement of an employee in a position in a particular academic year.

The term “**prior notification**” is defined to be receipt by the Association of the board agenda at the same time it is being delivered to Board members.

The term “**student discipline**” shall mean the forms of corrective action or punishment, other than suspension or expulsion, taken by employees.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine; words denoting number shall include both singular and plural.

ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENT

Section 1 – Ratification and Mutual Consent

This Agreement shall be ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent in writing of the Board and Association.

This Agreement is effective from 9/1/07 through 8/31/09.

Section 2 – Status of the Agreement

This Agreement shall supersede any policies, rules, regulations, resolutions, procedures, and practices of the District which shall be contrary to or inconsistent with its terms as they may relate to employees represented by the Association. Existing rules, regulations, policies, resolutions, and practices of the District not in conflict with this Agreement shall remain in full effect unless appropriately changed.

Section 3 – Contract Compliance

All individual letters of assignment shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any individual employee letter of assignment hereinafter executed shall expressly state that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any Individual letters of assignment contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

Section 4 – Conformity to Law

This Agreement shall be governed and construed according to the Constitution and laws of the United States and the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of this Agreement shall continue in full force and effect.

Section 5 – Distribution of Agreement

Within forty five (45) days following the signing of this Agreement, the District shall print and distribute, at District and Association equally shared expense, copies of this Agreement to all employees covered by the Agreement. Additional copies shall be provided to the Association at Association expense. All employees new to the District shall be provided a copy of this Agreement by the District.

ARTICLE III – ASSOCIATION RIGHTS

Section 1 – Status of the Association

Throughout this Agreement certain rights and functions are accorded to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement. Rights and privileges afforded the Association shall not be granted to a minority organization seeking to represent employees officially represented by the Association.

Section 2 – Transaction of Association Business

Duly authorized representatives of the Association shall be permitted to hold meetings, have an office, and to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt normal school operations. When requested, time for transacting Association business shall be granted at staff meetings.

The Association may use District facilities and equipment including typewriters, computers, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use.

The Association shall have the right to utilize the bulletin board or place an Association bulletin board in each faculty lounge in each building in the District.

The Association shall have the right to use the District mail service and employee mail boxes for communication purposes provided the material is identified as Association material.

The Association and its representatives shall have access to all District buildings during regular working hours, or as otherwise scheduled, to confer with Association members. In conferring with members during working hours, the Association shall confer with the employee's supervisor concerning appropriate times.

The Association shall be granted two (2) days a month after school other than Friday exclusively for Association meetings. These and other meetings of the Association shall appear on the District's meeting schedule for the year so as to minimize time conflicts between Association and District activities.

Section 3 – Exchange of Information

The Board, through its designated representative, and the Association agree to provide information needed for developing proposals for bargaining, for policy development, and for preparation of grievance cases. This information shall include, but not be limited to, complete and accurate financial statements or reports on amounts and sources of income, expenditure outlays, enrollments, number of employees, number of classified employees by position, policies and regulations, reports, agendas and minutes of Board and committee meetings as requested.

The District shall provide the Association with its regular employment report and addenda which will include the following: all newly hired classified employees, all supplemental contract positions, all retirements, resignations, and leave of absence requests.