

**COLLECTIVE BARGAINING
AGREEMENT**

between the

**SHORELINE SCHOOL DISTRICT
NO. 412**

and

MAINTENANCE EMPLOYEES

September 1, 2011 to August 31, 2013

TABLE OF CONTENTS

<u>Article Title</u>	<u>Page</u>
1.0 General Statement of Philosophy	1
2.0 Salary Schedules, Definitions & Classifications	1
3.0 Vacation Allowance	3
4.0 Holidays.....	4
5.0 Leaves.....	4
6.0 Call Back Service	6
7.0 Retirement	6
8.0 Termination of Employment	7
9.0 Seniority	7
10.0 Optional Payroll Deduction.....	7
11.0 Group Insurance	7
12.0 Grievance Procedure	9
13.0 Union Membership.....	10
14.0 Resignation.....	10
15.0 Managements Rights Clause	10
16.0 Labor Management Committee	11
17.0 Adoption of Schedule.....	11

TABLE OF CONTENTS (CONT.)

18.0	Termination and Renewal.....	11
	Attachment #1 – Summer Help	12
	Attachment #2 – Health Insurance Pooling.....	13
	Attachment #3 – VEBA Agreement.....	14

SHORELINE SCHOOL DISTRICT NO. 412
Shoreline, Washington 98155

COLLECTIVE BARGAINING AGREEMENT
FOR MAINTENANCE EMPLOYEES

Effective September 1, 2011 through August 31, 2013

1.0 GENERAL STATEMENT OF PHILOSOPHY

1.1 This Salary Schedule and Provisions for Maintenance Employees in the Shoreline School District expresses the philosophy of the District in developing personnel policies which will attract and hold the best qualified personnel for maintenance positions in the District.

1.2 For non-discrimination, refer to District Board Policy.

2.0 SALARY SCHEDULE

Sept. 1, 2011 – Aug. 31, 2013
Hourly Rate

2.1	Carpenter	\$30.08
	Computer Technician I	\$28.57
	Computer Technician II	\$31.42
	Electrician	\$34.69
	Electronic Technician	\$32.65
	HVAC Technician	\$38.74
	Painter/Taper	\$26.63
	Painter	\$23.29
	Plumber/Pipefitter	\$41.65
	Roofer	\$25.60
	Sheet Metal Worker	\$34.97
	Telephone Technician	\$28.57

The foreman rate will be 10% above the applicable journey-level rate. This rate will apply when supervision is provided for two (2) or more maintenance employees.

The wage scale for all maintenance employees of the Shoreline School District shall be 85% of the outside scale (the wage paid to the union workers in the private sector). The Electronics Technician shall be at 80% of the Electrician outside scale. Employees that are being paid a higher wage than the 85% at the time the wage comes into effect will be grandfathered until such time as the 85% wage overtakes their wage level. The wages shall be updated August 31 of each year based on changes within each employee's respective craft's most recent outside adjustment. The provisions of this paragraph do not apply beginning September 1, 2011 through August 31, 2013.

The wages of the Computer Technician I shall be based on 70% of the outside wage scale. The Computer Technician II will be paid at 10% above the rate of Computer Technician I. The provisions of this paragraph do not apply beginning September 1, 2011 through August 31, 2013.

The wages of the Telecommunications Technician shall be based on 70% of the Electrician outside wage scale. The provisions of this paragraph do not apply beginning September 1, 2011 through August 31, 2013.

2.2 Work Week

The work week Monday through Friday for a full-time regular employee shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days. Any time worked in excess of forty (40) hours per week shall be considered overtime rate. A Tuesday thru Saturday work week may be scheduled for operational requirements of the District, but the District must notify the employee(s) at least three (3) working days prior to the schedule becoming effective. An employee may decline the special scheduling for reasons without prejudice. This special scheduling will not be routine and such schedules shall be seven and one-half (7-1/2) hours in duration with compensation based on the employee's regular rate and work day.

2.3 Any swing shift assigned work shall be scheduled between 2:00 p.m. and 12:00 a.m. All swing shift work shall be eight (8) hours in duration with compensation based on the employee's regular rate plus an additional ten percent (10%) premium pay.

2.4 Additional Compensation

2.4.1 Overtime shall be paid at the rate of time and one half in accordance with the provisions for call-back service. (See Section 6.0.) Any work performed on legal holidays shall be at double time rate. (See Section 4.0.) All work performed on Sunday shall be at the overtime rate of double time.

2.4.2 Maintenance employees shall be reimbursed expenses for attending classes during non-work hours. These classes shall be for the purpose of improving work skills and shall require prior approval from the District.

2.4.3 Asbestos removal will be compensated at one hundred dollars (\$100.00) per month, when authorized by the District.

2.5 Other Provisions

2.5.1 Any employee covered under this Agreement working less than an eight (8) hour day, forty (40) hours a week, or paid for less than 260 days per year (defined as September 1st through August 31st of the following

calendar year), shall receive the pro-rated portion of all provisions covered under this agreement except Group Insurance provisions.

Any employee covered under this Agreement working 20 hours or more per week and less than a full year (paid for less than 260 days per year) will have their pay annualized and paid in pro-rated equal monthly installments and will receive pro-rated group insurance coverage with the District paying the employer's portion for the remaining months of the work year.

2.6 Temporary Hires

2.6.1 From time to time, the district may have need for skilled journeymen in various crafts to augment the budgeted staffing of the maintenance department. The District will work with each craft union represented by the Trades to identify individuals for this temporary work; provided, however, the appropriate union shall notify any recommended journeymen of their need to comply with District FBI fingerprint and Washington State background check requirements. Costs for the background and fingerprint checks are the responsibility of the person being recommended.

2.6.2 If no recommendations are made, the District is free to engage individuals without the journeyman status who have been so cleared to fill the temporary position; provided, however, the work of these individuals will be done under the supervision of the appropriate journeyman.

2.6.3 Temporary hires shall be compensated per the appropriate outside craft "Schedule A" (wage, health and welfare) or off the Agreement's wage schedule, as appropriate to the individual's union standing or lack thereof, respectively. Any dues or representation fee requirements are between the appropriate craft and the temporary journeyman. Temporary hires, whether journeyman or not, shall not be covered or otherwise eligible for any other compensation, benefits, leaves or any other provisions of this Agreement except Sections 2.2, 2.6 and Article 12 (Grievance Procedure) for purposes of allowing the temporary hire to grieve the application or interpretation of this Section 2.6.3.

2.6.4 At no time shall any temporary hire (journeyman or not) be engaged as such for more than 120 consecutive workdays during any one school year.

3.0 VACATION ALLOWANCE

3.1 Each full-time employee shall receive annually two (2) weeks vacation with pay. Part-time employees shall receive a pro-rata vacation. Full-time employees shall receive three (3) weeks vacation after five (5) years and four (4) weeks vacation after ten (10) years of continuous service with the school district as of the employee's hiring in anniversary date. It is further understood that the

Maintenance Supervisor will arrange for full-time employees' vacations beyond the standard two (2) week period consistent with the work schedule of the respective department. It will be the practice to guarantee two (2) consecutive weeks with the balance being allotted as mutually agreed. Starting with the sixteenth (16) year of continuous service as of the employee's hiring in anniversary date, the full-time employee shall receive as a vacation allowance of four (4) weeks and two (2) days.

3.2 Vacation allowance of fifteen (15) days will be allowed to carry over from one year to the following year with the approval of the Human Resources Director.

4.0 HOLIDAYS

The following holidays shall be designated as such and any work performed on holidays shall be paid for at the overtime rate for not less than four (4) hours:

2011-2013	
Labor Day	New Year's Day and one additional day
Veteran's Day	Martin Luther King Observance Day
Thanksgiving Day	Presidents' Day
Friday following Thanksgiving	Memorial Day
Christmas and one additional day	Independence Day and one additional day

When any recognized holiday identified above falls on a Saturday or Sunday, the district shall identify a replacement holiday for the week-end holiday observance. The replacement holiday shall occur during the workweek preceding or following the week-end that the holiday actual occurs on. The parties acknowledge that the adopted student school-year calendar will be a controlling factor in the district's selection of the replacement holiday. Any work performed on legal holidays shall be paid at the double time rate.

5.0 LEAVES

Basis for granting leave:

5.1 Sick Leave (accumulative)

5.1.1 Each employee will be granted twelve (12) days annually for sick leave. Any unused sick leave allowance shall be accumulated in accordance with State Law limitations. Employees shall be compensated annually and/or upon retirement or death for unused sick leave credits in a timely manner and in accordance with District policies and the laws of the State of Washington.

5.1.2 One (1) day of sick leave is defined as being equal to the employee's regular work day.

5.1.3 Sick leave shall be used for employee absence caused by personal illness, injury or disability, including pregnancy and ill child. In the case of

family illness, the employee may contact the Human Resources Office for approval.

- 5.1.4 For each day's absence due to personal illness in excess of sick leave allowance, deduction of a full day's salary shall be made.
- 5.1.5 A doctor's certificate may be required from an employee after five (5) days of absence.
- 5.1.6 Accumulated sick leave will be retained by an employee who is terminated due to reduction in force or granted a leave of absence for a period of one (1) year. (Note of explanation of the change: the portability of sick leave is the law for individual employees, and the law is more liberal than current contract language. The law allows employees to take their sick leave with them to any other State of Washington public employment position. We are not suggesting that this become contract language.)
- 5.1.7 The District shall maintain the sick leave conversion entitlement, so long as the District has the statutory right to do so.

5.2 Sick Leave/Coordination - Industrial Insurance

Employees suffering illness or injury compensable under state industrial insurance shall be allowed, upon written request, to use sick leave to the amount of their earned credit less any industrial insurance payments received. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by sick leave. The combined insurance and sick leave payments cannot total more than the employee's normal base pay. Any overpayments must be returned to the District by the employee.

5.3 Temporary Disability Leave

- 5.3.1 Each employee who, for medical reasons, cannot perform the functions of his/her assigned position shall be considered eligible for a temporary disability leave with sick leave benefit.
 - 5.3.1.1 An employee requesting a leave due to temporary disability shall submit the leave request to the Human Resources Office at least ten (10) days or more in advance of the proposed starting date of the leave.
 - 5.3.1.2 The effective date of the leave will be determined by the Human Resources Office in consultation with the employee and his/her physician.

- 5.3.1.3 An employee on temporary disability leave shall receive sick leave benefits up to the number of sick leave days accrued and shall retain all other rights and benefits.
- 5.3.1.4 The School District shall have the right to request a physician's certificate of disability while the leave is in effect.
- 5.3.1.5 Termination of the temporary disability leave shall be when the employee's attending physician confirms the ability of the employee to resume normal duties of the assigned position. In the case of pregnancy, expiration of the temporary disability leave shall be no later than sixty (60) calendar days after the termination of the pregnancy.

5.4 Bereavement Leave - (non-cumulative)

A maximum of five (5) days' bereavement leave shall be allowed for each death in the immediate family (husband, wife, domestic partner, father, mother, son, daughter, sister, brother, mother-in-law or father-in-law), and a maximum of one (1) day for funerals of relatives and/or friends.

5.5 Personal Leave (non-cumulative)

Three (3) days per year personal leave may be allowed for each employee for event of serious illness within the immediate family or personal business which cannot be scheduled during non-work hours, including, but not limited to, court attendance, legal matters, mortgage or loan matters. Such absence shall be reported on district standard reporting forms and approved by the Human Resources Office. Upon request, reason(s) for denial shall be given by the District.

5.6 Jury Duty

An employee who is absent because of jury duty shall be paid his/her regular rate of pay. The employee will retain fees paid as reimbursement for mileage and/or related expenses. The employee shall furnish the District with a written statement showing the date of jury duty. The employee shall report to work when released from any jury duty during any scheduled work day.

6.0 CALL BACK SERVICE

Call Back Service for monthly employees, when authorized, shall be for not less than two (2) hours at the overtime rate.

7.0 RETIREMENT

All qualified employees must mandatorily belong to School Employees Retirement System (S.E.R.S.) and will retire consistent with State rules and regulations.

8.0 TERMINATION OF EMPLOYMENT

The termination of employment under normal circumstances should require not less than fifteen (15) days' notice; however, the District shall have the authority to suspend any employee without pay, where charges are of a serious nature, for a period of not more than fifteen (15) calendar days while investigation is being made. If the investigation clears the employee of all charges, he/she will be reinstated. If the charges against the employee are sustained, the employee is considered discharged as of the date of suspension without further compensation. Any employee shall be entitled to receive a statement of reasons for discharge and a hearing upon request.

9.0 SENIORITY

If qualifications are equal, seniority will prevail in the event of reduction. Seniority will be calculated within each employee's classification (job title) based on the employee's most recent hire date. In the event of a reduction-in-force, employees shall be given thirty (30) calendar days advance notice, and shall be eligible for recall for twenty-four (24) months after the effective date of the reduction-in-force.

10.0 OPTIONAL PAYROLL DEDUCTION

The Payroll Department will deduct Union dues, Washington School Employees' Credit Union and other District-approved deductions for full-time and part-time employees requesting such a deduction when authorization is provided to the payroll office by the union.

11.0 GROUP INSURANCE

Group Insurance (Basic)

11.1 Each employee working twenty (20) or more scheduled hours per week is eligible to participate in the District's Basic Group Insurance Program.

11.2 Each year, the District shall provide the monthly amount identified in the State appropriations act for group insurance for each full-time employee for the District's Basic Group Insurance Program. The cost of mandatory group dental insurance, long term disability (LTD) and term life insurance (which pays the annual salary of the employee) will be subtracted from the monthly state allocation and the remainder may be applied toward any District approved medical insurance coverage. Any remaining portion of the medical insurance premium shall be deducted from the employee's salary warrant.

Full-time employees shall be any employees working 1,440 or more regular scheduled hours during the school year. Employees working less than 1,440 hours and working in a position eligible for health benefits, shall receive a prorated share of the monthly state allocation per month for twelve (12) months.

Potential Adjustment - No later than October 31st, the District and the Union will examine the cost to the District of insurance benefits as reported through the state reporting process. If the costs to the District per full-time equivalent are less than the state allocation per month for the contract year, the maximum District contribution for each eligible employee will be increased each month so that the District payment will be within one-tenth of one percent of the state monthly allocation per month per full-time equivalent reported through the state reporting process.

In addition, during the terms of this agreement, the district shall provide \$29.00 a month for each full-time benefit eligible employee of the bargaining unit.

11.3 Shared Insurance Allocation with Spouse or Domestic Partner Also Employed by District.

An employee whose spouse/domestic partner also is a District employee eligible for a District insurance contribution may combine his or her insurance allocation with that of his or her spouse/domestic partner for the purchase of a single insurance plan to offset the employee's out-of-pocket costs for medical insurance premiums (e.g. the purchase of one "employee plus spouse" plan rather two "employee only" plans). The reduction in insurance and the unused portion of the insurance allocation shall be returned to the insurance pool(s). If the spouse/domestic partner is in a different bargaining unit, the other bargaining unit must agree to the same procedure before the combination of insurance allocations can be effective. If the spouse/domestic partner is in a different insurance pool, one-half of the cost of the single medical (insurance plan) shall be charged to each insurance pool.

11.4 Optional Supplemental Insurance

An employee may elect to have optional group insurance programs approved by the District (e.g. Supplemental Life, two times annual salary, Short Term Disability Insurance and INA - High Limit Accident) deducted from their salary warrant. The entire premium for any of these Optional Supplemental Insurances will be a full salary deduction. None of the unused contribution, from the Basic Group Insurance as described above, can be applied to the Optional Supplemental Insurance premiums.

11.5 The District Advisory Insurance Committee shall assist in determining the types of insurance programs to be provided to employees subject to approval by the Board.

11.6 The District will continue to offer a Section 125 plan for health care expenses and/or dependent care as allowable by federal regulations.

12.0 GRIEVANCE PROCEDURE

12.1 In the event that any difference arises between Shoreline School District and the Union or any employee concerning the interpretation, application, or compliance with the provisions of this Agreement, such difference shall be deemed to be grievance and shall be settled only in accordance with the grievance procedure set forth herein.

12.2 Grievance Steps

12.2.1 The employee shall first discuss the grievance with his/her immediate supervisor with a representative of the Union present, if requested by the employee. Every effort should be made at this level to resolve the grievance.

12.2.2 If no settlement is reached at Step 1, the Union representative, if he/she considers the grievance to be valid, will reduce to writing a statement of grievance. The statement will be submitted in writing within ten (10) calendar days to the immediate supervisor for reconsideration, with copies transmitted by the Union to the Director of Human Resources. These parties, within seven (7) calendar days, shall submit a written statement as to the disposition of the grievance.

12.2.3 If no settlement has been reached in Step 2, within the specified time limits, the Union representative may within ten (10) calendar days submit the written grievance to the Superintendent or designee. These parties, within ten (10) calendar days from submission of the grievance statement, shall resolve the dispute and indicate by written statement the grievance disposition.

12.2.4 If the disposition of the grievance by the Superintendent or designee is unacceptable, the representative may, within fifteen (15) calendar days of the response from Step 3, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:

12.2.4.1 The Arbitrator shall limit his decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement or staff evaluation.

12.2.4.2 There shall be no appeal from the Arbitrator's decision if within the scope of his authority. It shall be final and binding on the Union, the employee(s) involved, the Administration and the Board.

12.2.4.3 The fees and expenses of the Arbitrator shall be shared equally by the District and the Union. All other expenses

shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

- 12.3 The grievance procedures outlined in this Agreement shall not preclude the employee from taking any legal steps available to them through the courts of competent jurisdiction.
- 12.4 The Union shall have an opportunity to be present at all grievance meetings.
- 12.5 If an employee and/or Union representative fails to respond to the next grievance step within the allotted time, it will be assumed that the grievant has dropped the grievance or accepted the resolution of the grievance at that level.
- 12.6 By mutual agreement between the District and the Union, the time limitations applicable to this provision may be waived for reasons that will insure due process to the grievant.

13.0 UNION MEMBERSHIP

The Seattle Building and Construction Trades Council is recognized as the official labor organization for all employees performing work as monthly maintenance employees in the Shoreline School District, and it is agreeable that all employees coming under this agreement shall become members of this Union after thirty (30) days of employment.

14.0 RESIGNATION

Employees shall give fifteen (15) days' notice. If there are circumstances that require resignation with less than fifteen (15) days' notice, approval must be obtained from the School District.

15.0 MANAGEMENT RIGHTS CLAUSE

15.1 Except to the extent specifically abridged by specific provisions of this Agreement, the Union recognizes the employers' inherent and traditional right to manage their respective businesses as has been their practice in the past. The Union recognizes the right of the employer to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to lay off, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this contract, the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and process of doing work, to introduce new and improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting times and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

15.2 The exercise of the employers' rights stated herein is an exclusive function of management. The exercise of the Management Rights herein does not modify the Union's right to appeal through the grievance procedure as set forth in this Agreement when such exercise violates the letter and intent of the Agreement in the opinion of the Union.

15.3 The above Statement of Management Rights is not intended to be exclusive and shall not be construed to limit or exclude any historical or normal rights of either Management or Union.

16.0 LABOR MANAGEMENT COMMITTEE

16.1 The parties agree to establish a Labor Management Committee for the purpose of seeking resolution on issues of common concern.

17.0 ADOPTION OF SCHEDULE

17.1 This schedule represents the Shoreline Board of Directors' desire to pay the best salaries possible to its employees based upon the available revenues accruing to the District.

17.2 A certified copy of this Salary Schedule and Provisions for Maintenance Employees as adopted by the Board of Directors, shall be forwarded to the Seattle Building and Construction Trades Council.

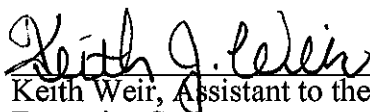
18.0 TERMINATION AND RENEWAL

18.1 This Agreement shall take effect on September 1, 2011, and shall be in full force and effect until August 31, 2013.

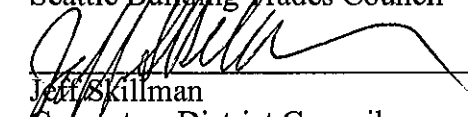
This is to certify that this Salary Schedule and Provisions was adopted by the Shoreline Board of Directors as found in the minutes of their meeting October 17, 2011.



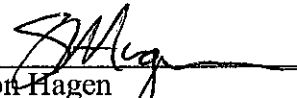
Lee Newgent, Executive Secretary
Seattle Building Trades Council



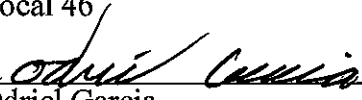
Keith Weir, Assistant to the
Executive Secretary
Seattle Building Trades Council




Jeff Skillman
Carpenters District Council



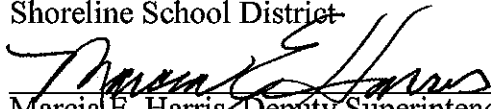
Shannon Hagen
Int'l. Brotherhood of Elec. Workers
Local 46



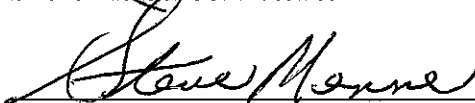
Odriel Garcia
Painters District Council #5



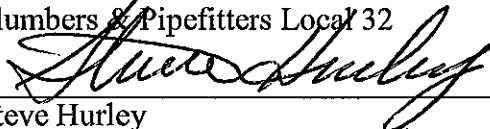
Susanne Walker, Superintendent
and Secretary to the Board of Directors
Shoreline School District



Marcia E. Harris, Deputy Superintendent
Shoreline School District



Steve Menne
Plumbers & Pipefitters Local 32



Steve Hurley
Roofers Local 54



Sam Hemp
Sheet Metal Workers Local 66

ATTACHMENT #1

Memorandum of Understanding
Between
Maintenance Employees and
Shoreline School District

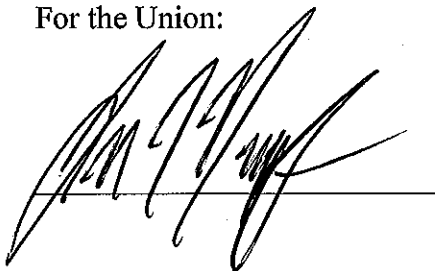
SUMMER HELP

The parties recognize the mutual benefit of engaging non-bargaining unit individuals as maintenance helpers during the Summer break period. It is the purpose of this Memorandum to articulate how and under what circumstances such help is to be engaged.

- Since the summer period is a peak workload time of the year and because vacations are frequently taken during this time period as well, the district reserves the right to hire summer helpers to assist the bargaining unit employee.
- Exercise of this right is contingent upon there being ample budget capacity to do so.
- The summer helper is not to be used to reduce or eliminate a bargaining unit position and is there to assist the bargaining unit employee.
- Summer helpers shall be under the supervision of the bargaining unit employee and shall not work in any craft related duties unless so supervised.

Signed this day 17~~th~~ of Oct, 2011.

For the Union:



For the District:



Memorandum of Understanding
Between
Maintenance Employees and
Shoreline School District

HEALTH INSURANCE POOLING

The parties to this Memorandum wish to capture their mutual understanding of how employee benefit monies derived from the collective bargaining agreement between them are to be handled for pooling purposes. This Memorandum is effective this 1st day of September 2011.

It is understood that such monies shall be calculated and distributed to the bargaining unit members as follows:

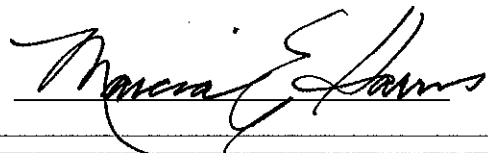
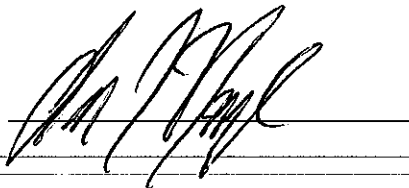
- Any portion of the employee's insurance allocation remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of bargaining unit members that are experiencing "out-of-pocket" medical insurance premium costs.
- The monthly pool amount available for these "out-of-pocket" employees will be calculated in October of each year.
- Available pool dollars will be distributed monthly to each employee with "out-of-pocket" premium costs or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").
- The amount of mandatory employer taxes not expended by the district due to employee participation in Section 125 individual medical savings accounts shall be added to the insurance pool in accordance with the established 125-plan year.

This Memorandum shall remain in effect during the life of the 2011-2013 collective bargaining agreement. The parties reserve the right to re-issue this Memorandum at that time.

Signed this day 17th of Oct 2011.

For the Union:

For the District:



VEBA Plan Memorandum of Understanding



Between
SHORELINE SCHOOL DISTRICT and Maintenance Employees

The Shoreline School District ("District") has adopted the VEBA Health Reimbursement Plan ("Plan"). The District agrees to contribute to the Plan on behalf of all employees in the collective bargaining group ("Group") defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

The following selected contribution(s) shall be made during the term of this agreement:

MONTHLY CONTRIBUTIONS

Mandatory Employee Contributions: The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to \$ ____ which shall be calculated and contributed on a monthly basis and the employees salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.

Unused State Allocated Employee Benefit Dollars: Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.

LEAVE CASH-OUT CONTRIBUTIONS

Vacation Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.

Personal Leave Contributions: Eligibility for contributions is limited to employees who have accumulated <##> days of unused personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.

Sick Leave Contributions – Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible⁽¹⁾) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

Sick Leave Contributions – Retirement or Separation from Service: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement shall be eligible.

NOTE: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

Other Contributions (Please specify the employee eligibility and current formula for determining the contribution): _____

The term of this agreement shall be from September 1, 2011 to August 31, 2012⁽²⁾.

Signed for the Maintenance Employees

Signed for the Shoreline School District

Date

10-17-11

Date

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan.

⁽²⁾ The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).