

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MERIDIAN SCHOOL DISTRICT #505

AND

MERIDIAN CLASSIFIED EMPLOYEES ASSOCIATION #817

SEPTEMBER 1, 2018 - AUGUST 31, 2020



Public School Employees of Washington/SEIU Local 1948
P. O. Box 798
Auburn, Washington 98071-0798
1.866.820.5652
www.pseclassified.org

TABLE OF CONTENTS

Page

| | | |
|---|--|----|
| PREAMBLE | | 1 |
| ARTICLE I | RECOGNITION AND COVERAGE OF AGREEMENT | 1 |
| ARTICLE II | RIGHTS OF THE EMPLOYER | 3 |
| ARTICLE III | RIGHTS OF EMPLOYEES | 3 |
| ARTICLE IV | RIGHTS OF THE ASSOCIATION | 5 |
| ARTICLE V | ASSOCIATION REPRESENTATION | 7 |
| ARTICLE VI | HOURS OF WORK | 7 |
| ARTICLE VII | HOLIDAYS AND VACATIONS | 8 |
| ARTICLE VIII | LEAVES | 10 |
| ARTICLE IX | PROBATION, SENIORITY AND LAYOFF PROCEDURES | 13 |
| ARTICLE X | DISCIPLINE AND DISCHARGE OF EMPLOYEES | 17 |
| ARTICLE XI | INSURANCE AND RETIREMENT | 17 |
| ARTICLE XII | ASSOCIATION MEMBERSHIP AND CHECKOFF | 20 |
| ARTICLE XIII | GRIEVANCE PROCEDURE | 20 |
| ARTICLE XIV | PROFESSIONAL TRAINING | 25 |
| ARTICLE XV | TRANSFER OF PREVIOUS EXPERIENCE | 25 |
| ARTICLE XVI | SALARIES AND EMPLOYEE COMPENSATION | 26 |
| ARTICLE XVII | TERM AND SEPARABILITY OF PROVISIONS | 27 |
| SIGNATURE PAGE | | 28 |
| SCHEDULE A | (2018-2019) | 29 |
| SCHEDULE A | (2019-2020) | 30 |
| PERFORMANCE APPRAISAL FORM – Attachment A | | 31 |

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

P R E A M B L E

This Agreement is made and entered into between Meridian School District Number 505 (hereinafter “District”) and Meridian Classified Employees Association (MCEA), an affiliate of Public School Employees of Washington (hereinafter “Association”).

In consideration of the mutual covenants contained therein, the parties agree as follows:

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive collective bargaining representative of all employees in the bargaining unit.

Section 1.2.

The District will provide the Association with such amendments, changes, and additions to establish job descriptions as they may from time to time occur.

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the job classifications of Librarians, Paraeducators, Secretaries, Professional-Technical, Student Monitors, Medical Support, Technology, and Volunteer Coordinator with the exception of the Secretary to the Superintendent/Human Resources Coordinator (1), Payroll and Benefits Specialist (2) Technology Director (1) and the Director of Business and Finance (1), a total of five (5) exemptions.

Section 1.4. Definition of Positions.

- A. Regular Position is an ongoing, year to year position that is covered by all of the provisions of this Agreement. The parties understand that certain positions are funded by grants and, if the position is eliminated due to the withdrawal of funding, affected employees will be in an unassigned status until such time as they bid on and are awarded an open position. Per Article IX, Section 9.2, each new hire shall remain in a probationary status for a period of not more than sixty (60) working days following the hire date. During this probationary period, the District may discharge such employee at its discretion.

- B. Temporary Position is a new position created by the District with the actual intent that the position will only last for a period of time during the school year for which it is created. Temporary positions typically are need-based and in nature will end when the need no longer exists. In a Student Specific Temporary assignment, when the student is absent without prior notification to the employee the employee will work two hours and the shift will end. If an employee is notified prior to leaving their residence that the student will be absent, the employee will not be required to report to work and will not be paid.

1 An employee working in a temporary position is not considered a substitute employee and is
2 covered by all of the provisions of this Agreement except Article IX where it applies to layoff.
3 Temporary positions expected to last twenty (20) or more work days, or that have exceeded
4 twenty (20) work days unexpectedly, shall be posted. Per Article IX, Section 9.2, each new
5 hire shall remain in a probationary status for a period of not more than sixty (60) working days
6 following the hire date. During this probationary period, the District may discharge such
7 employee at its discretion.
8

9 C. The term **Substitute Employee** shall refer to those persons employed to replace bargaining
10 unit employees who are absent from their regular assignment on a day-to-day basis.
11

- 12 1. Substitute positions are managed through the Substitute Coordinator. The district currently
13 utilizes the Substitute Online System.
- 14 2. A bargaining unit employee, by seniority can substitute in their own classification, and their
15 vacated position will be filled by a substitute. Said employee will stay in their own
16 classification/building except for an emergency or at the employer's discretion.
17
- 18 3. Except as provided in Section 6.5, substitute employees will be paid at Step 1 of Schedule
19 A.
20
21

22 D. The term **Leave Replacement** Employee shall refer to employees hired to fill positions on
23 Board approved leaves of absence. Such employees will be hired for the duration of such
24 leave, during which time they shall be subject to a probationary status per Article IX,
25 Section 9.2 of this agreement. Leave Replacement employees who are not regular employees
26 are subject to all provisions of this Agreement except Article IX where it applies to layoff.
27

28 Regular employees may fill a Leave Replacement position if it is fifteen (15) working days
29 or longer. Said employees will not be required to resign his or her current position provided,
30 however, that this provision may only be utilized by one (1) employee per request. Regular
31 employees who fill positions on Board-approved leaves of absence shall continue to be
32 subject to all provisions of this Agreement.
33

34 Regular employees filling a Leave Replacement position will establish seniority in the leave
35 replacement classification for one year beginning at the hire date in the new position.
36

37 Leave Replacement positions lasting longer than fifteen (15) working days shall be subject to
38 posting.
39
40
41
42
43
44
45
46

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

All management functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the District. It is expressly recognized that such functions include but are not limited to the full and exclusive control and direction of District operations, the direction and supervision of the working forces, the right to determine the extent to which, and the means and manner by which, the various departments thereof shall be operated or shut down, or production or working forces reduced or increased, and the right to hire, schedule, suspend, promote, demote, transfer, discipline, release, lay off and discharge employees provided only that such functions shall not be exercised contrary to any provisions contained in this Agreement.

Section 2.2.

The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, 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.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that the employees in the bargaining unit defined herein shall have and be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group or individual.

Section 3.2.

Each employee shall have the right to bring matters of work-related concern 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 discussions between themselves and supervisors or other representatives of the District as hereinafter provided in the grievance procedure.

Section 3.4.

Neither the District, nor the Association, shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, age or marital status, or because of a physical

1 handicap with respect to a position, the duties of which may be performed efficiently by an individual
2 without danger to the health or safety of the physically handicapped person or others.

3
4 **Section 3.5.**

5 District personnel files of an employee shall be open for the employee's inspection. Procedures to be
6 followed by MCEA employees wishing to see their Personnel Files are as follows:

7
8 During the period for which he/she is under contract, the employee may come to the District Office
9 and request to see his/her files. In the interest of the employee's time, an appointment must be made in
10 advance, in writing.

11
12 Copies, at cost, shall be permitted. An employee may attach comments to any material that is part of
13 the personnel file.

14
15 **Section 3.5.1.**

16 Each employee will be provided a copy of any disciplinary material placed in his or her
17 personnel file within fifteen (15) working days of placement in the employee's personnel file.
18 At the request of an employee, all disciplinary material contained in the personnel file shall be
19 removed within two (2) years when there has not been any further disciplinary action.
20 Corrective material discovered in an employee's personnel file for which there is no proof of
21 prior notice to the employee shall be immediately removed and may not be used in support of
22 discipline.

23
24 **Section 3.6. Digital Video Cameras.**

25 The use of video cameras on District operated schools is for the purpose of reducing discipline
26 problems and providing a safe in environment for students and staff. Furthermore video cameras are a
27 tool to assist in monitoring students on the bus, and in buildings are used to document student
28 behavior. Cameras will not be used for the primary purpose of staff supervision/discipline except as
29 part of an investigation into allegations of cases of misconduct. All PSE employees will be notified in
30 writing of video camera surveillance and placement

31
32 All recordings will be appropriately labeled and stored in a secure location. The employee may view
33 the recordings at a set time and a designated location. Upon reviewing the recording(s), the employee
34 may be requested to develop a plan of improvement and/or discuss with an administrator or supervisor
35 their conclusions. No document or note will appear in the staff personnel file as a result.

36
37 **Section 3.7. Evaluations.**

38 Regular employees shall be formally evaluated by the end of February of each year by their supervisor
39 designated for evaluation purposes. New Hire employees shall be formally evaluated prior to the end of
40 their sixty (60) working day probationary period. All evaluations shall use the Performance Appraisal Form
41 included as Attachment A of this Agreement.

42
43 All evaluations shall be discussed with the employee. A copy of the evaluation shall be made available to
44 the employee twenty-four (24) hours prior to the discussion of that evaluation and a copy shall be placed in
45 the employee's personnel file. Within five (5) working days of receipt of the evaluation the employee may
46 attach his/her own comments to the evaluation.

47
48 These comments will become a permanent part of the evaluation.

1 If an employee receives an evaluation of “Needs Improvement” or “Unsatisfactory” in any category they
2 shall be evaluated again by June 1st.

3
4 Prior to placing an employee on a plan of improvement, an evaluation of their performance will be
5 completed and reviewed with the employee. A plan of improvement will be sixty (60) workdays in length
6 and shall specifically include:

- 7 1. The area(s) of deficiency.
- 8 2. The recommended performance levels.
- 9 3. The activities necessary to reach the desired performance level.
- 10 4. A schedule of at least one follow-up evaluation during the plan of improvement At the
11 completion of the sixty (60) work day plan of improvement, options may include:
 - 12 • discontinuation of the plan of improvement
 - 13 • continuation of the plan of improvement for no more than another sixty (60) work
14 day period
 - 15 • reassignment or termination of employment

16
17 **Section 3.8. Job Description Review.**

18 An employee may request that the employee’s job description be reviewed if the employee believes
19 that it no longer reflects the work being performed. Request for re-evaluation of existing positions will
20 be made in writing to the Superintendent and the Association President or their designee. The District
21 will provide a response to the employee in writing within thirty (30) days of the requested review. In
22 the event of changes to assigned duties resulting from the Job Review, the District and Association
23 agree to meet and negotiate said changes as well as salary changes based on the revision of duties.
24
25
26

27 **ARTICLE IV**

28 **RIGHTS OF THE ASSOCIATION**

29
30
31 **Section 4.1.**

32 The District shall publish this Agreement, including the current Schedule A as well as Letters of
33 Agreement and/or Addendums on the District website.
34

35 **Section 4.2.**

36 The District shall send the following information about each member of the bargaining unit to Public
37 School Employees of Washington upon request: name, address, position held, FTE, and wage rate. The
38 District shall provide Public School Employees of Washington with the above information for new
39 employees throughout the year.
40

41 **Section 4.3.**

42 Representatives of the Association shall obtain the permission of the building principal,
43 superintendent, or their designee, in order to have access to the District premises during business
44 hours, provided however, that the building principal, superintendent, or designee, upon being requested
45 for permission of access, shall grant permission if no hampering or obstruction results.

1 **Section 4.4.**

2 The School District will provide the Association a thirty-minute meeting with each newly hired
3 bargaining unit employee during the employee's paid time within ninety (90) days of their hire date.
4 The District shall schedule this meeting as a segment of new employee orientation meetings held
5 quarterly, for which attendance will be mandatory for all newly hired employees. The newly hired
6 employee will be released from their duties to attend this meeting with no loss of pay.
7

8 **Section 4.5.**

9 The District shall provide bulletin board space at work site for the use of the Association. The
10 Association shall have the right to post notices of its activities and matters of Association concern. All
11 posted material will be signed and dated by the Union official posting the notice.
12

13 **Section 4.6.**

14 The Union shall have the right to use school facilities and equipment at reasonable times when such
15 equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and
16 supplies incident to such use. The Union may use employee mail boxes, electronic mail, or other
17 communication services to communicate with classified employees.
18

19 **Section 4.7.**

20 Whenever Association representatives are mutually scheduled with District representatives to
21 participate in grievance hearings, disciplinary meetings, or are requested to attend a meeting in the
22 capacity of shop steward or member representative, or negotiations sessions during working hours,
23 said representatives shall suffer no loss of pay.
24

25 **Section 4.8**

26 The District agrees to provide job descriptions for all positions covered by this Agreement to the
27 President of the Association or designee. Job descriptions that are changed by the District which reflect
28 substantial changes impacting the hours, wages, and working conditions of the employee and new job
29 descriptions that are created by the District covering employees under the scope of this Agreement will
30 be made available to the President of the Association or designee in advance of the implementation.
31

32 When creating a new job description, modifying an existing position or job description, and/or creating
33 a new position, the District shall determine the salary of said positions with input from the Association.
34 The Association has 60 days in which to request to open negotiation of said positions.
35

36 If the Association believes that there is a substantial change in the status of a position, and the
37 Association communicates this belief to the District, in writing, the District will review the position
38 and job description, and will either modify the job description or communicate, in writing, to the
39 Association its reason for not modifying the job description.
40

41 The District will update job descriptions over a five (5) year period by conducting updates of roughly
42 one-fifth (1/5) of total job descriptions each year. Input from the Association will be solicited, in the
43 form of a list of positions to be reviewed and a schedule for review by October 31st of the 2018-2019
44 school year, and by September 30th of each school year. As a part of this process, the District will
45 solicit input from at least ten percent (10%) of incumbent employees in the reviewed classification in
46 an effort to determine how the position may have changed since the last time the job description was
47 reviewed. The updating will not, in and of itself, provide the basis for triggering an obligation to
48 negotiate over wages.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1.

The Association will designate a committee of up to three (3) members who will meet with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable basis to discuss appropriate matters. These meetings will be referred to as Labor-Management meetings.

Section 5.2.

The Association Representative will be used outside normal work hours. However, if the District requires the Association Representative during their normal work hours, they will be released from regular duties with no loss in pay.

ARTICLE VI

HOURS OF WORK

Section 6.1.

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

Section 6.2.

Each employee shall be assigned to a definite and regular work schedule, which shall not be changed without prior notice to the employee of two (2) calendar weeks, except in emergencies.

Section 6.3.

The normal workday shall for full time employees shall consist of eight and one-half (8½) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the workday as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half workday as is practicable. Each shift shall provide adequate time to perform assigned duties, including retrieving and responding to all district electric correspondence. The employee and supervisor will annually confer to ensure ample time exists within the employee's schedule to attend to email communication. Each employee shall be assigned adequate space to perform duties as well as a private lockable space in which to store personal belongings.

Section 6.4.

In the event an employee is assigned to a workday less than the normal workday shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each three (3) hours of work. Workdays in excess of four (4) hours per day shall include, a non-paid uninterrupted lunch period of not less than thirty (30) minutes, to be as near the middle of the workday as possible.

1 **Section 6.5.**

2 Employees requested to work by a District administrator to work a work schedule regularly filled by a
3 higher classification employee shall receive compensation equal to that normally received by the
4 employee in the higher classification.

5
6 **Section 6.6.**

7 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
8 District will try to notify any employee who is not to work prior to the employee's departure for work.
9 Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of
10 such a closure; provided, however, no employee shall be entitled to any such compensation in the
11 event of actual notification by the District that they are not to work prior to leaving home for work.
12

13 **Section 6.7. Overtime.**

14 All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and
15 one-half (1½) times the employee's base pay.
16

17 **Section 6.7.1.**

18 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th)
19 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.
20
21

22
23 **ARTICLE VII**

24
25 **HOLIDAYS AND VACATIONS**

26
27 **Section 7.1. Holidays.**

28 All twelve (12) month employees shall receive the following paid holidays:
29

- | | |
|-----------------------------------|---------------------------------------|
| 30 1. New Year's Day | 7. Labor Day |
| 31 2. Martin Luther King, Jr. Day | 8. Veterans' Day |
| 32 3. Presidents' Day | 9. Thanksgiving Day |
| 33 4. Friday of Spring Break | 10. Day after Thanksgiving Day |
| 34 5. Memorial Day | 11. Day before or after Christmas Day |
| 35 6. Independence Day | 12. Christmas Day |

36
37 **Section 7.1.1.**

38 All other employees shall receive the following paid holidays:

- | | |
|-----------------------------------|-----------------------------------|
| 39 1. New Year's Day | 6. Veterans' Day |
| 40 2. Martin Luther King, Jr. Day | 7. Thanksgiving Day |
| 41 3. Presidents' Day | 8. Day after Thanksgiving Day |
| 42 4. Memorial Day | 9. Christmas Day |
| 43 5. Labor Day | 10. Day before or after Christmas |

44
45 **Section 7.1.2. Unworked Holidays.**

46 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
47 at the time the holiday occurs. Employees who are on the active payroll on the holiday and
48 have worked either their last scheduled shift preceding the holiday or their first scheduled shift

succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

Section 7.1.3. Worked Holidays.

Employees who are required to work on the above described holidays shall be compensated at twice their base rate for all hours worked on such holidays.

Section 7.1.4.

If a holiday falls on either Saturday or Sunday and is not observed on the preceding Friday or the succeeding Monday, the employee shall be granted one (1) additional day of paid vacation.

Section 7.2. Vacations.

All employees subject to this Agreement shall be credited with days of vacation credit based on the employee's regular daily hours worked during the period September 1 to August 31. Such vacation credit shall be earned, vested, and used as designated in this Article. Vacation shall be earned as follows:

| | <u>Full-Time Employees</u> | <u>School Year Employees*</u> |
|-------------|--------------------------------|-----------------------------------|
| 1st Year | 10 Days | 7 Days |
| 2nd Year | 11 Days | 7 Days |
| 3rd Year | 12 Days | 8 Days |
| 4th Year | 13 Days | 9 Days |
| 5th Year | 14 Days | 10 Days |
| 6th Year | 15 Days | 10 Days |
| 7th Year | 16 Days | 11 Days |
| 8th Year | 17 Days | 12 Days |
| 9th Year | 18 Days | 13 Days |
| 10th Year | 19 Days | 13 Days |
| 11th Year | 20 Days | 14 Days |
| 12th + Year | 20 Days | 15 Days |

*This column is arrived at by multiplying the full-time days by .744 (186 divided by 250).

Section 7.2.1.

Vacation schedules for, annual employees, shall be arranged by the Supervisor. Full-time employees may request to take a portion of their accrued vacation during the period of the year that school is in session. Approval of such requests shall be at the sole discretion of the Supervisor.

Section 7.2.2.

Employees who work less than twelve (12) months per year shall receive payment for vacation on a prorated twelve (12) month basis. Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final paycheck.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE VIII

LEAVES

Section 8.1. Sick Leave.

Section 8.1.1.

Each employee shall accumulate 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. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. 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 District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of the 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. In the event of an illness causing an absence of five (5) or more consecutive days, the employee shall furnish the employer, if requested, a certificate signed by a physician. Sick leave shall include disabilities caused or contributed to by pregnancy and childbirth and recovery therefrom. Sick leave may be used for family illness. For the purposes of this agreement, sick leave may be used for family illness to care for a child, spouse or parent. It may also be used to care for a grandchild provided the grandchild resides in the home of the employee.

Section 8.1.1.1. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of four hundred eighty hours (480) of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of four hundred eighty hours (480). Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

Section 8.1.1.2.

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

1 **Section 8.1.2.**

2 An Employee with accumulated sick leave who is temporarily disabled from working due to
3 injury or occupational illness which is covered by the State industrial insurance laws, Title 51
4 RCW, shall be paid by the District an amount equal to the difference between the amount the
5 employee would normally earn, and the amount paid the employee by the Department of Labor
6 and Industries. A deduction shall be made from the employee's accumulated sick leave in
7 accordance with the amount paid to the employee by the District.

8
9 **Section 8.1.3. Leave Sharing.**

10 Employees may donate annual or sick leave to a fellow employee who is suffering from or has
11 a relative or household member suffering from an extraordinary or severe illness, injury,
12 impairment, or physical or mental condition which has caused or is likely to cause the
13 employee to take leave without pay or terminate employment. Any such donation of annual or
14 sick leave shall be subject to the terms and limitations of law and will be administered through
15 District policy.

16
17 **Section 8.1.4. Family Medical Leave.**

18 Under the federal Family Medical Leave Act (FMLA), the Washington Family Leave Act
19 (FLA), the Washington State Human Rights Commission Laws, the Washington Family Care
20 Act (FCA), and District Policy/Procedure 5404, employees have certain rights and protections,
21 most of which run parallel with the provisions outlined in Sections 8.1.1 and 8.1.1.1. With the
22 exception of FMLA, which extends medical benefits up to 12 weeks for qualifying employees
23 who have exhausted their paid leave or exhaust it during their leave period, none of the above
24 laws provide for additional paid family leave time. It is encouraged that employees review their
25 family medical leave rights with the Director of Human Resources.

26
27 The eligibility threshold for PSE employees will be nine-hundred fifty (950) hours worked in
28 the preceding twelve (12) month period rather than one thousand two-hundred fifty (1250)
29 hours worked as noted in FMLA regulations. All hours compensated in the previous twelve
30 months shall count towards FMLA eligibility. Employees must be employed with the Meridian
31 School District for at least 12 months prior to be eligible.

32
33 **Section 8.2. Bereavement Leave.**

34 All employees shall be granted bereavement leave with pay, on a per occurrence basis, as follows:
35 Upon the death of a family member or a person living in the immediate household as a member of the
36 family, employee shall be granted up to five (5) days of bereavement leave per occurrence. Upon the
37 death of a close personal friend, may be granted up to five (5) days of bereavement leave per
38 occurrence. If additional time is needed, sick leave may be granted. Bereavement leave is
39 noncumulative. Should Bereavement Leave be denied for a personal friend, sick leave can be utilized.
40 "Family" for the purposes of this section: Spouse, Domestic Partner, Children, Stepchildren, Father,
41 Mother, Stepfather, Stepmother, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law,
42 Grandparents, Grandchildren, Brother, Sister, Brother in-Law, Sister-in-Law, Aunt, Uncle, Niece and
43 Nephew.

1 **Section 8.3. Emergency Leave.**

2 Employees shall be granted up to three (3) days emergency leave per year noncumulative at full pay to
3 cover absences from work caused by serious illness or accident in the family (defined as spouse,
4 children, or parent), or by personal requirements of an urgent nature defined as: Emergencies to one's
5 home beyond one's control (fire, flood, excessive wind damage) and legal emergencies (subpoenas).
6 The emergency should be reported immediately to the supervisor. Emergency leave shall be deducted
7 from sick leave as specified in Section 8.1.1 herein. Should an employee need additional days off to
8 care for a spouse, child, or parent with a health condition that requires treatment or supervision, such
9 days shall be deducted from the employee's accrued sick leave days.

10
11 **Section 8.3.1. Personal Leave.**

12 Each employee shall be allowed three (3) days of Personal leave with pay per contract year. A
13 personal leave day may not be used to engage in other employment or commercial ventures. If
14 an employee does not use all personal days by the end of the contact year, they may carry over
15 up to two (2) personal days into the following year, up to a maximum of five (5) days.

16
17 Personal leave will be scheduled through the supervisor at least two (2) days in advance when
18 possible. In situations when advanced notification cannot be given, the supervisor shall be
19 notified as soon as possible. At the discretion of the supervisor, more than one (1) staff member
20 per classification may be granted personal leave for a given day if it is determined that the
21 requested leave will not disrupt the orderly operation of the school.

22
23 Personal leave days may be used in addition to illness, injury and emergency leave. If all days
24 of personal leave days are not used, the employee shall receive full remuneration. Such
25 remuneration, if any shall take place in July.

26
27 **Section 8.4. Jury Duty.**

28 In the event an employee is summoned to serve as a juror, such employee shall receive normal pay for
29 required presence in court during working hours; provided, however, that any compensation beyond
30 bona fide expenses received for such service shall be paid to the District. Such repayment shall not
31 exceed the employee's normal pay.

32
33 **Section 8.5. Leave of Absence.**

34
35 **Section 8.5.1.**

36 Upon recommendation of the immediate supervisor through administrative channels to the
37 Superintendent, and upon approval of the Board of Directors, an employee may be granted an
38 unpaid leave of absence for a period not to exceed one (1) year; provided, however, if such
39 leave is granted due to extended illness, one (1) additional year may be granted.

40
41 Any employee who has been granted a leave of absence must notify the district in writing of
42 the employee's intent to return to work no later than April 1. In the event such notification is
43 not received by the Superintendent, or designee, by April 1, the employee shall be considered
44 to have resigned from employment

1 **Section 8.5.2.**

2 The returning employee will be assigned to the position occupied before the leave of absence.
3 Employees hired to fill positions of employees on leave of absence will be hired for a specific
4 period of time, during which they shall be subject to all provisions of this Agreement, except
5 Article IX where it applies to layoff. It shall be the responsibility of the employer to inform
6 replacement employees of these provisions. Regular employees who fill a leave of absence
7 assignment in their classification will be returned to the employee’s previous assignment.

8
9 **Section 8.5.3.**

10 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
11 on leave of absence. However, vacation credit, sick leave and seniority shall not accrue while
12 the employee is on leave of absence; provided, however, that if such leave is approved for
13 extended illness or injury, seniority shall accrue.

14
15 **Section 8.6. Association Leave.**

16 The District agrees to allow the Association President and/or his/her designee up to eighteen (18) days
17 per year for Association business. The Association will reimburse the District the cost of providing a
18 substitute for each day utilized.

19
20
21
22 **ARTICLE IX**

23
24 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

25
26 **Section 9.1.**

27 The seniority of an employee within the bargaining unit shall be established as of the date on which the
28 employee began continuous daily employment (hereinafter “hire date”) unless such seniority shall be
29 lost as hereinafter provided. Employees hired prior to August 31, 2015, will be credited with
30 cumulative seniority for all continuous service in the bargaining unit between their hire date and
31 August 31, 2015.

32
33 Beginning September 1, 2015, employees will accumulate seniority within their classification based on
34 their cumulative service within that classification after September 1, 2015. This shall be defined as
35 their years of service within the classification multiplied by their contracted assignment’s ratio to full-
36 time service (based on an FTE of 1440 hours per year), up to an FTE of 1.0, unless such seniority shall
37 be lost as hereinafter provided.

38
39 Examples:

40
41 179 day employee * 6 hours = 1074 hours/1440 = .75 FTE

42
43 For a 180 day position: 2 hours = .25 FTE, 4 hours = .5 FTE, 6 hours = .75 FTE, 8 hours = 1.0 FTE.

44
45 Summer School, extended day, extra hours, supplemental, and temporary positions are not included in the
46 seniority calculation. Positions that are .1 FTE or smaller will not accrue Seniority in classification.

1 Adjustments to an employee's FTE for reasons of taking unpaid leave will also be applied to an employee's
2 seniority calculation.

3
4 Seniority credit will be added and calculated annually by the District as of July 31st and be published in
5 January and sent to the Association President or their designee.

6
7 **Section 9.1.1.**

8 The District will provide the Association President a copy of the published seniority list upon
9 request, however seniority credit will only be added and calculated annually as per Article IX,
10 Section 9.1.

11
12 **Section 9.2.**

13 Each new hire shall remain in a probationary status for a period of not more than sixty (60) working
14 days following the hire date. During this probationary period the District may discharge such employee
15 at its discretion.

16
17 **Section 9.3.**

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

20
21 **Section 9.4.**

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

- 23 A. Resignation;
- 24 B. Discharge for justifiable cause; or
- 25 C. Retirement.

26
27 **Section 9.5.**

28 Seniority rights shall not be lost for the following reasons, without limitation:

- 29 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 30 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
31 United States; or
- 32 C. Time spent on other authorized leaves.

33
34
35 **Section 9.6.**

36 Seniority rights shall be effective within the general job classification except as is outlined in Section
37 9.8. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

38
39 **Section 9.7.**

40 The employee with the greatest seniority in classification shall have preferential rights regarding
41 vacation periods, promotions, assignment to new or open jobs or positions, and layoffs when ability
42 and performance are substantially equal with junior employees.

43
44 If the District determines that seniority rights should not govern because a senior employee does not
45 meet the minimum requirements, or does not possess the specific skills or required experience related
46 to the job description and/or posting, the District shall set forth in writing to the employee or

1 employees and the Association President or their designee, its reasons why the senior employee or
2 employees have been bypassed.

3
4 **Section 9.7.1.**

5 Employees subject to this Agreement have the right to apply for and be considered for positions
6 open in all classifications covered by this Agreement, with consideration given to their skills
7 and abilities. If the District does not interview a current employee for an open position, the
8 District shall set forth in writing to the employee or employees and the chapter president its
9 reasons why the employee was not selected for an interview.

10
11 **Section 9.8.**

12 Employees who change job classifications within the bargaining unit shall retain their seniority in the
13 previous classification notwithstanding that they have acquired a new hire date and a new
14 classification. For the purposes of seniority as it's defined in this article, employees will also retain the
15 total number of years they worked in their previous classification but not accumulate any more as long
16 as they work in a different classification.

17
18 In the event of program wide reductions, job placement (based upon program need) will be determined
19 by seniority in classification with respect to skills and ability. The district will continue to lay off from
20 the bottom of the seniority list (by classification) and allow laid off senior employees to move into
21 open positions. If there are no vacancies in the laid off employee's current or former classifications,
22 they may exercise the right to move into the position of a less-senior employee in a classification they
23 previously occupied, beginning with the least senior employee in that classification. That least-senior
24 employee will then enter layoff status.

25
26 **Section 9.8.1.**

27 Librarians who previously held the position of Paraeducator will retain all of their years of
28 seniority within that classification. This will apply to seniority rights including any new or
29 open positions or any layoff or reductions should they occur under Article IX of the CBA.
30 However, the seniority of Librarians will be ranked according to their day of hire within their
31 sub-classification of Librarians should any reductions or hires take place solely within said sub-
32 classification.

33
34 **Section 9.9.**

35 The District shall publicize for five (5) working days the availability of new and open positions. All
36 new positions of forty-five (45) minutes or more per shift will be posted. This is exclusive of Section
37 9.15. The Association will be notified of new and open positions via an email sent to all staff on the
38 day a position is opened.

39
40 **Section 9.10.**

41 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
42 District according to seniority, with the most senior being called back to work first. Such employees
43 are to have priority over outside applicants and will be considered along with current employees in
44 filling an opening in the specific job category held immediately prior to layoff. Names shall remain on
45 the reemployment list for sixteen (16) months. Except in extraordinary cases, the District will give
46 employees' two (2) weeks notice of intention to lay them off. Employees shall give the District two (2)
47 weeks notice of their intention to resign.

1 **Section 9.11.**

2 Employees on layoff status shall file their addresses in writing with the personnel office of the District
3 and shall thereafter promptly advise the District in writing of any change of address.
4

5 **Section 9.12.**

6 An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee does not
7 comply with the requirements of Section 9.11, or if the employee does not respond to the offer of
8 reemployment within ten (10) calendar days of the District contacting the employee with the offer of
9 reemployment.
10

11 The District shall make said offer by phone and email to employees on the reemployment list in order
12 of seniority.
13

14 **Section 9.13.**

15 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other
16 accrued benefits; provided that such employee is offered a position substantially equal to that held
17 prior to layoff. Substantially is defined as at least 75% of hours worked prior to lay off.
18

19 **Reduction in Hours**

20
21 **Section 9.14 Definition:**

22 The term reduction of hours means a loss of time of at least one-half (0.5) hours not due to disciplinary
23 reasons. A reduction of hours shall not constitute a layoff.
24

25 In case of reduction of hours the Union and District agree to meet and confer regarding said reductions.
26 As part of the meet and confer process, seniority will prevail.
27

28 Regular employees (excluding temporary employees and substitutes) whose hours are reduced more
29 than one-half (.5) hours will have first right of refusal to restoration of hours as hours become available
30 within classification and in the employee's building for a period of one and one half (1.5) years
31 following the reduction of hours. Restoration of hours will be based on the employee's seniority
32 though job requirements as outlined in 9.7 may also be considered. An employee will forfeit rights to
33 reinstate hours if they do not respond to the first offer of hours within ten (10) calendar days of the
34 District contacting the employee with the offer of reemployment. The District shall make said offer by
35 phone and email employees on the reemployment list in order of seniority.
36

37 Additional hours under this section shall not include the posting of a new or vacant position.
38
39
40
41
42
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE X

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 10.1.

No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee, and when requested by the employee, to the Association in writing. The issue of just cause shall be resolved in accordance with the grievance procedure hereinafter provided.

At the request of the employee, s/he shall be provided a reasonable opportunity to have a representative of the Association present at the initiation of any disciplinary action. When a request for such a representative is made, no action shall be taken with respect to the employee until the employee has been granted a reasonable time to have such a representative present, so long as this does not unreasonably delay or hinder the investigation.

The District will follow a policy of progressive discipline, which normally includes an oral warning, written reprimand, suspension and discharge; PROVIDED, however, that progressive discipline shall not apply (a) in cases of deficiencies covered by Article 3, Section 7, Evaluations, or (b) when the severity of the employee's action(s) justifies a departure from progressive discipline. If the District has reason to reprimand an employee, care should be taken not to embarrass the employee before other employees or the public.

Section 10.2.

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intention to discharge.

Section 10.3.

Except in extraordinary cases, employees shall provide the District a minimum of two (2) weeks notification in the event of resignation or any other voluntary termination.

ARTICLE XI

INSURANCE AND RETIREMENT

Section 11.1. Premium Entitlement.

The District shall pay the maximum amount specified in Section 11.1.2 herein for District approved insurance plans for each employee. Maximum premium amounts shall be subject to the proration as specified in Section 11.1.3 herein. Employees who work less than four (4) hours per day are not eligible for the insurance benefits specified herein.

Section 11.1.1. Duration of Premium Payment.

Premium payments shall be for twelve (12) months per year.

1 **Section 11.1.2. Maximum Premium Amount.**

2 The maximum premium amount shall mean the full state funded amount, less thirty (30)
3 percent of the health care authority carve-out for the 2013-2014 school year. As of the 2014-
4 2015 school year the district shall pay the full carve-out.

5
6 **Section 11.1.3. Proration of Maximum Premium Amount.**

7 Employees who are less than full-time employees shall be entitled to receive insurance benefits
8 in the same ratio as the part-time service bears to full-time service (FTE). For insurance
9 purposes, full-time service and full-time employees shall be defined as any employee working
10 more than 1,440 hours of annual employment provided State funding of basic education and
11 transportation includes health benefits allotment based on an FTE defined as 1,440 hours or
12 more.

13
14 **Section 11.1.4. Insurance Premium Pool.**

15 The amount of revenue available to the bargaining unit as specified in Section 11.1.3 herein
16 shall comprise the premium pool. It is understood that the FTE count is frozen at the S-275
17 FTE's in the bargaining unit for the purpose of generating the pool. Upon closing of insurance
18 plan enrollment periods, the District shall compare the bargaining unit insurance premium
19 usage to the size of the premium pool. Such comparison information is to be provided to the
20 Association. If the pool exceeds the usage, the excess shall be divided among employees whose
21 insurance enrollments cause payroll deductions, with said division to be equally apportioned
22 among such employees until enrollments are fully paid or the excess pool is depleted. It is
23 understood that the insurance pool will only be recalculated if the insurance carriers increase
24 insurance premiums. It is further understood that except for the addition of new dependents,
25 enrollments for dependents shall close on the expiration date of the open enrollment period in
26 September.

27
28 **Section 11.1.5.**

29 All bargaining unit insurance dollars shall be pooled for the purpose of paying the cost of
30 premiums of basic insurance coverage for each bargaining unit member. Basic insurance
31 coverage may include: medical, dental, vision, group term life and group long-term disability
32 insurance coverage. Only after members of the bargaining unit have received benefit of basic
33 insurance coverage, shall pool dollars be used for optional coverage which may include
34 cancer/intensive care insurance.

35
36 **Section 11.1.6**

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

- 39
40 1. The District, as a member of the Whatcom County Consortium, shall ask an
41 insurance broker to procure premium quotes for health benefit plans that meet the
42 responsible contracting standards of ESSB 5940 and to document the approach for
43 procuring such quotes. The quotes to be procured and plans offered shall include:
44
45 a. at least one qualified high-deductible health plan (QHDHP) and health
46 savings account (HSA);
47 b. at least one health benefit plan in which the employee share of the premium cost
48 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 2012 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 2011-12 school year.

- 2. To ensure employees selecting richer benefit plans pay the higher premium, and makes 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 1 % of premium. Such minimum monthly charge shall be paid regardless of the impact of pooling. For eligible employees selecting the QHDHP with a Health Savings Account (HSA), \$125.00 per month will be allocated to the employee’s HSA. Employees may contribute funds through payroll deduction (pre-tax) by contacting the district. The current maximum annual rates are listed below.

| <u>Year</u> | <u>Employee only</u> | <u>Employees plus dependents</u> |
|-------------|----------------------|----------------------------------|
| 2013 | \$3,100.00 | \$6,250.00 |
| 2014 | \$3,250.00 | \$6,450.00 |

- 3. The parties shall abide by state laws relating to school district employee benefits and this Agreement shall be construed consistent with such laws.
- 5. This Agreement shall be effective for the 2013-14 school year. The parties shall meet prior to May 1st annually, to discuss whether to renew or amend this language for another year. Should there be any leftover money in the pool, contributions will be made to individuals who were not able to use the pool and/or experience a qualifying event necessitating changes in insurance coverage.

Section 11.1.7. Compliance with State and Federal Health Insurance Law.

Either party shall have the right to open the contract at any time to deal with Health Insurance issues related to compliance with state or federal law.

Section 11.2

The District shall provide indemnity coverage for all employees subject to this Agreement.

Section 11.3.

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 12.1.

All employees subject to this Agreement may choose to join the Association. The District shall deduct Association dues and assessments from the pay of any employee who authorizes such deductions upon receipt of a written authorization executed by an individual employee. The District will give new employees their union card to fill out and notify the Association President or their designee of all new hires by providing a copy of the signed employment offer letter. When providing union cards, the District will inform the new hires of the terms and conditions of this Article. The Association is solely responsible to follow up with their members to get their card back to the District to be processed.

Section 12.2. Check-Off.

Prior to the beginning of each school year, Public School Employees of Washington will give written notice to the District of the percentage of gross pay assessed for dues required of an Association member. The deductions authorized by the above section will be made in twelve (12) monthly deductions from each paycheck beginning the pay period of September through the pay period in August of each year. The District will send the funds deducted for the Public School Employees of Washington/SEIU Local 1948 and for the Meridian Classified Employees Association to the respective treasurers of those organizations. The District will also send the treasurers a list of names of those employees for whom payroll deductions were made.

Section 12.3. Political Action Committee.

The District will make a payroll deduction for political contributions subject to RCW 42.17A.495 upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 will be authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District will provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

Section 12.4. Hold Harmless.

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this Article.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1. Purpose.

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances or these procedures shall not interfere with regular duties.

1 **Section 13.2. Definitions:**

2
3 **Section 13.2.1. Grievant.**

4 A grievant is an employee, a group of employees or, in the case of the Association's contractual
5 rights, the Association. Examples of groups of employees are:

- 6
7 • All employees in a classification
8 • All employees with the same job title
9 • All employees in a program
10 • All employees at a certain location

11
12 Names of employees will be listed on the grievance form, but individual signatures are not
13 required.

14
15 "Groups of employees" shall not include all members of the bargaining unit.

16
17 **Section 13.2.2. Grievance.**

18 A grievance is defined as a dispute involving the interpretation or application of the specific
19 terms of this Agreement.

20
21 **Section 13.2.3. Days.**

22 Days in this procedure are school days except after the school year where they are to be District
23 or Central Services workdays.

24
25 **Section 13.2.4. Grievance Mediation.**

26 An informal process conducted by a mediator assigned by the Public Employment Relations
27 Commission to attempt to mediate a mutually agreeable resolution or to advise the parties as to
28 the probable outcome if the dispute were to proceed to arbitration. The mediator's opinion is
29 advisory only. The parties may mutually agree to depart from the formal grievance process at
30 any time in order to address the dispute through grievance mediation. In the event resolution is
31 not achieved through the grievance mediation process, the formal grievance process contained
32 herein shall resume without prejudice to either party.

33
34 **Section 13.3. Timelines.**

35 Grievances shall be processed in the following manner and within the stated time limits. Time limits
36 provided in this procedure may be extended only by mutual written agreement.

37
38 Failure on the part of the District at any step of this procedure to communicate the decision on a
39 grievance within the specific or mutually extended time limits shall permit the grievant to lodge an
40 appeal at the next step of this procedure.

41
42 Failure of the grievant (employee or Association) to present or proceed with a grievance within the
43 specified or mutually extended time limits will render the grievance waived.

1 **Section 13.4. Representation,**

2 The grievant may waive the Association's involvement in the procedures at any step. If the grievant
3 elects not to have Association representation, the Association shall have the opportunity to be present
4 at the adjustment of the grievance and to make its views known or shall receive the same written
5 responses provided to the grievant.

6
7 **Section 13.5. Process.**

8
9 **Section 13.5.1. Step 1 Informal Level – Informal Submission of Grievance to Supervisor.**

10 Within twenty (20) days following the occurrence of the event giving rise to the grievance, or
11 twenty (20) days after the event is known or reasonably should have been known, the employee
12 shall attempt to resolve the grievance informally with the immediate supervisor. In presenting
13 the grievance, the employee may elect to be accompanied by a representative of the
14 Association. The immediate supervisor shall respond informally within ten (10) days of the
15 employee's presentation.

16
17 **Section 13.5.2. – Expedited Procedure.**

18 In order to expedite the grievance procedure, the parties may agree that Step 2 may be bypassed
19 if the parties determine that the supervisor at that level does not have authority to resolve the
20 grievance.

21
22 **Section 13.5.3. Step 2 Formal Level – Written Submission of Grievance to Supervisor.**

23 If the grievance is not resolved informally, it shall be reduced to writing by the employee who
24 shall submit it to the immediate supervisor within ten (10) days after receipt of the informal
25 response. The written grievance shall contain:

- 26
27 A. A clear and concise statement of the alleged grievance including the facts upon which the
28 grievance is based;
29 B. Reference to the specific terms of the Agreement which have been allegedly violated;
30 C. Issues involved; and
31 D. Remedy sought.

32
33 In presenting the grievance, the employee may elect to be accompanied by a representative of
34 the Association. The immediate supervisor will inform the employee and the Association in
35 writing of the disposition of the grievance within ten (10) days of the presentation of the written
36 grievance.

37
38 **Section 13.5.4. Step 3 Superintendent Level.**

39 Written Submission of Grievance to the Superintendent or his/her representative.

40
41 **Section 13.5.4.1. Individual Grievance.**

42 If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance
43 to Step 3, the employee must file the grievance in writing within ten (10) days after
44 receipt of the immediate supervisor's written response in Step 2 above.

45
46 The Superintendent or his/her representative will review the grievance with the parties
47 involved and provide a written statement of the disposition to the employee with a
48 written copy to the Association within (10) days of receipt of the grievance.

1
2 **Section 13.5.4.2. Association Grievances.**

3 A grievance which the Association may have against the District, limited as aforesaid to
4 matters dealing with the interpretation or application of terms of this Agreement relating
5 to Association rights, shall be commenced by filing in writing (in the format of Step 2
6 above) with the Superintendent or his/her representative. Such filing shall be within
7 twenty (20) days following the occurrence of the event giving rise to the grievance or
8 twenty (20) days after the event is known or reasonably should have been known. The
9 Superintendent or his/her representative and the Association will have ten (10) days
10 from the receipt of the grievance to resolve it.

11
12 **Section 13.5.5. Step 4. Arbitration.**

13 If no settlement is reached in Step 3, the Association may request that the matter be
14 submitted to an arbiter as hereinafter provided.

15
16 **Section 13.5.5.1.**

17 Written notice of a request for arbitration shall be made to the Superintendent
18 within ten (10) days of receipt of the disposition letter at Step 3.

19
20 **Section 13.5.5.2.**

21 An arbitration shall be limited to issue(s) involving the interpretation or
22 application of specific terms of this Agreement.

23
24 **Section 13.5.5.3.**

25 When a timely request has been made for arbitration, the parties shall attempt to
26 select an impartial arbiter to hear and decide the particular case. If the parties are
27 unable to agree to an arbiter within ten (10) days after submission of the written
28 request for arbitration, the provisions of Section 19.5.5.4, below, shall apply to
29 the selection of an arbiter.

30
31 **Section 13.5.5.4.**

32 The parties shall jointly request either the American Arbitration Association or
33 the Federal Mediation and Conciliation Service to submit a panel of nine (9)
34 arbiters. Such request shall state the issue of the case and ask that the nominees
35 be qualified to handle the type of case involved. Selection of the specific arbiter
36 will be determined by the procedures utilized by the agency.

37
38 **Section 13.5.5.5.**

39 Arbitration proceedings shall be in accordance with the following:

- 40 A. The arbiter, once appointed, will inform the parties as to the procedures
41 which will be followed.
42 B. The arbiter shall hear and accept pertinent evidence submitted by both
43 parties and shall be empowered to request, through subpoena if necessary,
44 such data and testimony as the arbiter deems pertinent to the grievance and
45 shall render a decision in writing to both parties within thirty (30) days,
46 unless mutually extended, of the closing of the record.

- 1 C. The arbiter shall be authorized to rule and issue a decision in writing on the
2 issue(s) presented for arbitration which decision shall be final and binding
3 on both parties.
- 4 D. Each party to the proceedings may call such witnesses as may be necessary
5 in the order in which their testimony is to be heard. Such testimony shall be
6 limited to the matters set forth in the written statement of grievance. The
7 arguments of the parties may be supported by oral comment and rebuttal.
8 Either or both parties may submit written briefs within a time period
9 mutually agreed upon. Such arguments of the parties, whether oral or
10 written, shall be confined to and directed at the matters set forth in the
11 grievance.
- 12 E. Each party shall pay any compensation and expenses relating to its own
13 witnesses or representatives.
- 14 F. The costs for the services of the arbiter, including per diem expenses, if any,
15 and his/her travel and subsistence expenses, and the cost of any hearing
16 room shall be borne equally by the District and the Association. All other
17 costs and expenses will be borne by the party incurring them.
- 18 G. The total cost of the stenographic record, if requested, will be paid by the
19 party requesting it. If the other party also requests a copy, that party will pay
20 one-half (1/2) of the stenographic cost.
21

22 **Section 13.6. Binding Effect.**

23 Agreements arrived at under the provisions of this Article by the representatives of the District and the
24 Union at Steps 1, 2, and 3, or by the arbiter's award, shall be final and binding upon both parties,
25 provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the
26 authority to alter this Agreement in whole or in part.
27

28 **Section 13.7. Limits of the Arbiter.**

29 The arbiter cannot order the District to take action contrary to law.
30

31 **Section 13.8. No Duty to Maintain Status Quo.**

32 The District has no duty to maintain the status quo or to restore the status quo pending arbitration. But
33 if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's
34 award.
35

36 **Section 13.9 Freedom from Reprisal.**

37 There will be no reprisals against the grievant or others as a result of his/her participation in this
38 process.
39
40
41
42
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

ARTICLE XIV

PROFESSIONAL TRAINING

Section 14.1.

Employees attending training courses required by Federal or State regulation or District policy as a condition of continued employment will be paid at their regular hourly rate for all time in attendance plus any fee, tuition, travel time, or transportation cost.

Section 14.2.

Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employee time, expenses incurred for transportation and or/training course fees and tuition will be paid by the School District.

Section 14.3.

When appropriate employees will be included as participants in the planning process regarding allocation of professional development resources.

Section 14.4. Professional Development Fund.

The District will provide a professional development fund in the amount of six-thousand dollars (\$6,000.00) yearly, for the purpose of providing educational programs that are designed to improve the job skills and safety of the bargaining unit. Funds not expended at the end of the year shall be rolled over for use in the subsequent year, up to a maximum of twelve thousand dollars (\$12,000). Expenses incurred for transportation and/or training course fee and tuition will be paid by the School District. Approval of the School District will be based upon value of the training to the District and availability of funds.

If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel expenses, maintenance expenses and materials required for such attendance. Employees attending voluntary training courses or seminars requested by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time the employee would not have regularly worked. Unsuccessful completion of classes or workshops will result in reimbursement to the District by said employee.

Such application must be approved by the employee's supervisor, the Association President and final approval will be granted by the Superintendent or his/her designee.

ARTICLE XV

TRANSFER OF PREVIOUS EXPERIENCE

Section 15.1.

When any employee leaves a school district within the State and commences employment with this District, the employee shall retain the same leave benefits and other benefits that the employee had in

1 the previous position. Seniority rights are not transferable in any manner. Longevity shall be fully
2 transferable and is considered an "other benefit".

3
4 **Section 15.1.1.**

5 If this District has a different system for computing leave benefits and other benefits, then the
6 employee shall be granted the same leave benefits and other benefits as an employee in this
7 District who has similar occupational status and total years of service.
8

9
10
11 **ARTICLE XVI**

12
13 **SALARIES AND EMPLOYEE COMPENSATION**

14
15 **Section 16.1.**

16 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
17 worked. Upon request an employee shall receive a full accounting and itemization of authorized
18 deductions, regular and extra hours worked, and rates of pay. The District will include a pay summary
19 with the employee's first paycheck of the year. The District agrees to replace funds due to loss of state
20 allocation under the following provisions:
21

- 22 A. School Year 2018-2019 - Attached Schedule A, representing 8.4% increase to all positions
23 and two new wage steps at the 2nd and 3rd years of longevity.
24 B. School Year 2019-2020 - Additional \$0.50 per hour to all paraeducator and Student Monitor
25 positions, plus an additional 2.5% increase or the Implicit Price Deflator (IPD) whichever is
26 greater for all positions on Schedule A.
27

28 **Section 16.2.**

29 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
30 Schedule A attached hereto and by this reference incorporated herein. There shall be eight (8) pay
31 steps. The duration of each step and associated increase shall be as described on Schedule A.
32

33 **Section 16.2.1.**

34 Step movement shall be on the anniversary of the employee's hire date. If the anniversary of
35 the employee's hire date falls after the monthly payroll cutoff, the step increase shall be applied
36 in the following month, retroactive to the anniversary date.
37

38 **Section 16.3.**

39 For purposes of calculating daily hours, total time worked shall be rounded to the nearest one-quarter
40 (1/4) hour.
41

42 **Section 16.4.**

43 Any employee required to travel from one site to another in a private vehicle during working hours
44 shall be reimbursed for such travel on a per-mile basis at the current rate established by District policy.
45
46
47
48

1 **Section 16.5.**

2 Employees required to remain overnight on District business shall be reimbursed for room and board
3 expenditures as outlined in District Policy 6213 and Procedure 6213P. Any additional compensation
4 would be provided through a District approved supplemental contract.

5
6 **Section 16.6.**

7 Should the legislature authorize and fund a future salary or insurance increase, the District will pass
8 through the additional funds after consultation/negotiations with the Association.

9
10 **Section 16.7.**

11 It is recognized that employees shall receive their salary and insurance benefits on a twelve (12) month
12 basis. It is also understood that holiday and vacation pay for school year employees shall be prorated
13 over a twelve (12) month basis.
14 The district shall publish and distribute designated pay periods for the entire bargaining unit.

15
16
17
18 **ARTICLE XVII**

19
20 **TERM AND SEPARABILITY OF PROVISIONS**

21
22 **Section 17.1.**

23 The term of this Agreement shall be September 1, 2018 to August 31, 2020.

24
25 **Section 17.2.**

26 All provisions of this Agreement shall be applicable to the entire term of this Agreement at the
27 execution date.

28
29 **Section 17.3.**

30 This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which
31 occurs following execution of this Agreement. Either party may demand the contract be reopened
32 when legislation enacted affects the terms and conditions herein or creates authority to alter personnel
33 practices in public employment.

34
35 **Section 17.4.**

36 If any Article or section of this Agreement should be found invalid, the balance of this Agreement shall
37 continue in full force and effect.

38
39 **Section 17.5.**

40 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
41 State or Federal statutes or regulations promulgated pursuant thereto.

42
43 **Section 17.6.**

44 In the event either of the two (2) previous sections is determined to apply to any provision of this
45 Agreement, such provision shall be renegotiated.

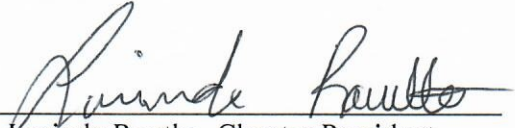
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

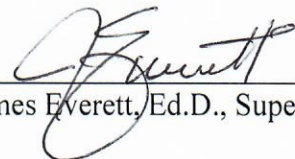
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

MERIDIAN CLASSIFIED EMPLOYEES
ASSOCIATION #817

MERIDIAN SCHOOL DISTRICT #505

BY: 
Lorinda Routhe, Chapter President

BY: 
James Everett, Ed.D., Superintendent

DATE: 12-13-18

DATE: 12/13/18

SCHEDULE A
Meridian MCEA #817
September 1, 2018 – August 31, 2019

| Classification | Sub Rate | Step 1 Entry | Step 2 2nd Year | Step 3 3-4 yrs | Step 4 5-9 yrs | Step 5 10-14 yrs | Step 6 15-19 Yrs | Step 7 20-24 Yrs | Step 8 25+ Yrs |
|---------------------------------------|----------|--------------|-----------------|----------------|----------------|------------------|------------------|------------------|----------------|
| Assignment | | | | | | | | | |
| <u>Librarian**</u> | | | | | | | | | |
| Librarian | \$20.15 | \$20.15 | \$20.35 | \$20.76 | \$21.38 | \$22.02 | \$22.90 | \$23.59 | \$24.30 |
| <u>Medical Support*</u> | | | | | | | | | |
| Health Services Assistant | \$20.44 | \$20.44 | \$20.64 | \$21.05 | \$21.69 | \$22.34 | \$23.23 | \$23.93 | \$24.65 |
| LPN | | \$23.15 | \$23.38 | \$23.85 | \$24.56 | \$25.30 | \$26.31 | \$27.10 | \$27.91 |
| RN | | \$31.74 | \$32.06 | \$32.70 | \$33.68 | \$34.69 | \$36.08 | \$37.16 | \$38.28 |
| <u>Paraeducator</u> | | | | | | | | | |
| Bilingual Paraeducator | \$17.77 | \$17.77 | \$17.95 | \$18.30 | \$18.85 | \$19.42 | \$20.20 | \$20.80 | \$21.43 |
| Paraeducator | \$17.12 | \$17.12 | \$17.29 | \$17.63 | \$18.16 | \$18.71 | \$19.45 | \$20.04 | \$20.64 |
| <u>Professional-Technical*</u> | | | | | | | | | |
| Accounts Payable | \$21.62 | \$21.62 | \$21.84 | \$22.28 | \$22.95 | \$23.63 | \$24.58 | \$25.32 | \$26.08 |
| Career Center Specialist | \$19.58 | \$19.58 | \$19.78 | \$20.17 | \$20.78 | \$21.40 | \$22.26 | \$22.93 | \$23.61 |
| Computer Instructor | \$24.21 | \$24.21 | \$24.45 | \$24.94 | \$25.69 | \$26.46 | \$27.52 | \$28.35 | \$29.20 |
| Family Resource Specialist | \$25.04 | \$25.04 | \$25.30 | \$25.80 | \$26.58 | \$27.37 | \$28.47 | \$29.32 | \$30.20 |
| Foreign Language Translator | \$22.39 | \$22.39 | \$22.61 | \$23.06 | \$23.75 | \$24.47 | \$25.44 | \$26.21 | \$26.99 |
| Sign Language Interpreter | \$22.39 | \$22.39 | \$22.61 | \$23.06 | \$23.75 | \$24.47 | \$25.44 | \$26.21 | \$26.99 |
| Substance Abuse Intervention Spec | \$32.88 | \$32.88 | \$33.21 | \$33.87 | \$34.89 | \$35.93 | \$37.37 | \$38.49 | \$39.65 |
| Testing Specialist | | \$24.21 | \$24.45 | \$24.94 | \$25.69 | \$26.46 | \$27.52 | \$28.35 | \$29.20 |
| <u>Secretaries</u> | | | | | | | | | |
| Secretary I (Head, Curr, Spec Prog) | \$19.80 | \$19.80 | \$20.00 | \$20.40 | \$21.01 | \$21.64 | \$22.50 | \$23.18 | \$23.88 |
| Registrar | \$19.80 | \$19.80 | \$20.00 | \$20.40 | \$21.01 | \$21.64 | \$22.55 | \$23.18 | \$23.88 |
| School Secretaries | \$17.74 | \$17.74 | \$17.92 | \$18.28 | \$18.83 | \$19.39 | \$20.17 | \$20.77 | \$21.40 |
| <u>Student Monitors</u> | | | | | | | | | |
| Student Monitor | \$14.24 | \$14.24 | \$14.38 | \$14.67 | \$15.11 | \$15.56 | \$16.18 | \$16.67 | \$17.17 |
| <u>Technology*</u> | | | | | | | | | |
| Data & Assessment Specialist | \$24.21 | \$24.21 | \$24.46 | \$24.94 | \$25.69 | \$26.46 | \$27.52 | \$28.35 | \$29.20 |
| Data Systems Support Specialist | \$24.21 | \$24.21 | \$24.46 | \$24.94 | \$25.69 | \$26.46 | \$27.52 | \$28.35 | \$29.20 |
| Online Communication Specialist | \$24.21 | \$24.21 | \$24.46 | \$24.94 | \$25.69 | \$26.46 | \$27.52 | \$28.35 | \$29.20 |
| Technology Support | \$24.21 | \$24.21 | \$24.46 | \$24.94 | \$25.69 | \$26.46 | \$27.52 | \$28.35 | \$29.20 |
| <u>Volunteer Coordinator</u> | | | | | | | | | |
| Volunteer Coordinator | \$15.69 | \$15.69 | \$15.85 | \$16.16 | \$16.65 | \$17.15 | \$17.83 | \$18.37 | \$18.92 |

* All positions in this category have their own individual seniority

**Librarians are required to meet Paraeducators Minimum Employment Requirements

Note Step 2 is based on Step 1 + 1%
Step 3 is based on Step 2 + 2%
Step 4 is based on Step 3 + 3%
Step 5 is based on Step 4 + 4%
Step 6 is based on Step 5 + 5%
Step 7 is based on Step 6 + 6%
Step 8 is based on Step 7 + 7%

Salary increase: 8.4% for 2018-19 (included in Schedule A above)

2019-20: + 2.5% (inclusive of IPD);

2019-20: Step 1 of all positions within the Paraeducator and Student Monitor classifications by \$5.50

SCHEDULE A
Meridian MCEA #817
September 1, 2019 – August 31, 2020

| Classification | Sub Rate | Step 1 Entry | Step 2 2nd Year | Step 3 3-4 yrs | Step 4 5-9 yrs | Step 5 10-14 yrs | Step 6 15-19 Yrs | Step 7 20-24 Yrs | Step 8 25+ Yrs |
|---------------------------------------|----------|--------------|-----------------|----------------|----------------|------------------|------------------|------------------|----------------|
| Assignment | | | | | | | | | |
| <u>Librarian**</u> | | | | | | | | | |
| Librarian | \$20.65 | \$20.65 | \$20.86 | \$21.28 | \$21.92 | \$22.57 | \$23.48 | \$24.18 | \$24.91 |
| <u>Medical Support*</u> | | | | | | | | | |
| Health Services Assistant | \$20.95 | \$20.95 | \$21.16 | \$21.58 | \$22.23 | \$22.90 | \$23.81 | \$24.53 | \$25.26 |
| LPN | | \$23.73 | \$23.96 | \$24.44 | \$25.18 | \$25.93 | \$26.97 | \$27.78 | \$28.61 |
| RN | | \$32.53 | \$32.86 | \$33.52 | \$34.52 | \$35.56 | \$36.98 | \$38.09 | \$39.23 |
| <u>Paraeducator</u> | | | | | | | | | |
| Bilingual Paraeducator | \$18.71 | \$18.71 | \$18.90 | \$19.28 | \$19.86 | \$20.45 | \$21.27 | \$21.91 | \$22.57 |
| Paraeducator | \$18.04 | \$18.04 | \$18.22 | \$18.59 | \$19.15 | \$19.72 | \$20.51 | \$21.12 | \$21.76 |
| <u>Professional-Technical*</u> | | | | | | | | | |
| Accounts Payable | \$22.16 | \$22.16 | \$22.39 | \$22.83 | \$23.52 | \$24.22 | \$25.19 | \$25.95 | \$26.73 |
| Career Center Specialist | \$20.07 | \$20.07 | \$20.27 | \$20.68 | \$21.30 | \$21.94 | \$22.81 | \$23.50 | \$24.20 |
| Computer Instructor | \$24.82 | \$24.82 | \$25.06 | \$25.57 | \$26.33 | \$27.12 | \$28.21 | \$29.05 | \$29.93 |
| Family Resource Specialist | \$25.67 | \$25.67 | \$25.93 | \$26.45 | \$27.24 | \$28.06 | \$29.18 | \$30.05 | \$30.96 |
| Foreign Language Translator | \$22.95 | \$22.95 | \$23.17 | \$23.64 | \$24.35 | \$25.08 | \$26.08 | \$26.86 | \$27.67 |
| Sign Language Interpreter | \$22.95 | \$22.95 | \$23.17 | \$23.64 | \$24.35 | \$25.08 | \$26.08 | \$26.86 | \$27.67 |
| Substance Abuse Intervention Spec | \$33.70 | \$33.70 | \$34.04 | \$34.72 | \$35.76 | \$36.83 | \$38.30 | \$39.45 | \$40.64 |
| Testing Specialist | | \$24.82 | \$25.06 | \$25.57 | \$26.33 | \$27.12 | \$28.21 | \$29.05 | \$29.93 |
| <u>Secretaries</u> | | | | | | | | | |
| Secretary I (Head, Curr, Spec Prog) | \$20.29 | \$20.29 | \$20.50 | \$20.91 | \$21.53 | \$22.18 | \$23.07 | \$23.76 | \$24.47 |
| Registrar | \$20.29 | \$20.29 | \$20.50 | \$20.91 | \$21.53 | \$22.18 | \$23.07 | \$23.76 | \$24.47 |
| School Secretaries | \$18.19 | \$18.19 | \$18.37 | \$18.74 | \$19.30 | \$19.88 | \$20.67 | \$21.29 | \$21.93 |
| <u>Student Monitors</u> | | | | | | | | | |
| Student Monitor | \$15.09 | \$15.09 | \$15.25 | \$15.55 | \$16.02 | \$16.50 | \$17.16 | \$17.67 | \$18.20 |
| <u>Technology*</u> | | | | | | | | | |
| Data & Assessment Specialist | \$24.82 | \$24.82 | \$25.06 | \$25.57 | \$26.33 | \$27.12 | \$28.21 | \$29.05 | \$29.93 |
| Data Systems Support Specialist | \$24.82 | \$24.82 | \$25.06 | \$25.57 | \$26.33 | \$27.12 | \$28.21 | \$29.05 | \$29.93 |
| Online Communication Specialist | \$24.82 | \$24.82 | \$25.06 | \$25.57 | \$26.33 | \$27.12 | \$28.21 | \$29.05 | \$29.93 |
| Technology Support | \$24.82 | \$24.82 | \$25.06 | \$25.57 | \$26.33 | \$27.12 | \$28.21 | \$29.05 | \$29.93 |
| <u>Volunteer Coordinator</u> | | | | | | | | | |
| Volunteer Coordinator | \$16.08 | \$16.08 | \$16.24 | \$16.57 | \$17.06 | \$17.58 | \$18.28 | \$18.83 | \$19.39 |

* All positions in this category have their own individual seniority

**Librarians are required to meet Paraeducators Minimum Employment Requirements

Note Step 2 is based on Step 1 + 1%
Step 3 is based on Step 2 + 2%
Step 4 is based on Step 3 + 3%
Step 5 is based on Step 4 + 4%
Step 6 is based on Step 5 + 5%
Step 7 is based on Step 6 + 6%
Step 8 is based on Step 7 + 7%

Salary increase: 8.4% for 2018-19 (included in Schedule A above)

2019-20: + 2.5% (inclusive of IPD);

2019-20: Step 1 of all positions within the Paraeducator and Student Monitor classifications by \$5.50

MERIDIAN SCHOOL DISTRICT NO. 505 Classified Performance Appraisal Form

Name: _____ Position: _____ Evaluation Period: _____ to _____

E = Exceeds Requirements**M = Meets Requirements****N = Needs Improvement****U = Does Not Meet Requirements**

Note: Supporting comments required for "Needs Improvement" and "Does Not Meet Minimum Requirements"

| QUALITY OF WORK | E | M | N | U | COMMENTS |
|-----------------------------------|---|---|---|---|----------|
| Takes pride in work | | | | | |
| Works accurately | | | | | |
| Meets work deadlines | | | | | |
| Produces quality work | | | | | |
| Uses time efficiently/effectively | | | | | |

| WORK HABITS | E | M | N | U | COMMENTS |
|--|---|---|---|---|----------|
| Is punctual and regular in attendance | | | | | |
| Gives adequate notice when absent | | | | | |
| Is a willing worker at all times | | | | | |
| Is flexible and adaptable | | | | | |
| Demonstrates organizational skills | | | | | |
| Suggests changes to improve work | | | | | |
| Deals effectively with emergencies | | | | | |
| Maintains appropriately neat work area | | | | | |
| Is willing to accept responsibility | | | | | |

| TECHNICAL ABILITY | E | M | N | U | COMMENTS |
|---|---|---|---|---|----------|
| Possesses related skills for position | | | | | |
| Has specific knowledge about the job | | | | | |
| Effectively operates necessary equipment | | | | | |
| Takes advantage of training opportunities | | | | | |

| HUMAN RELATIONS | E | M | N | U | COMMENTS |
|---|---|---|---|---|----------|
| Receives constructive criticism well | | | | | |
| Deals courteously and tactfully with others | | | | | |
| Exhibits effective communication skills | | | | | |
| Interacts positively with students | | | | | |

| PROFESSIONALISM | E | M | N | U | COMMENTS |
|--|---|---|---|---|----------|
| Demonstrates cooperation/respect for peers | | | | | |
| Maintains confidentiality of the position | | | | | |
| Appearance and attire are appropriate | | | | | |

Additional Comments

Employee's Signature_____
Date_____
Supervisor's Signature_____
Date

The employee and the administrator shall sign the evaluation in acknowledgment of having reviewed the evaluation. The employee may file a written statement to accompany the evaluation in areas where there is disagreement with statements in the evaluation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

MEMORANDUM OF UNDERSTANDING

Between
MERIDIAN SCHOOL DISTRICT
and

MERIDIAN CLASSIFIED EDUCATION ASSOCIATION

The Meridian School District ("District") and Public School Employees of Meridian School District ("Association") have come together as partners in the midst of the current COVID-19 crisis to protect our employees and serve the critical needs of our students as follows:

1. **Work during district closure-** When all schools are closed, employees will continue to be compensated for all their regular contracted hours, including all health benefits. During school closures a revised work schedule will be followed. The services of certain employees and employee groups will be needed by the District at different times. These employees may be called to work on-site or asked to perform certain services at home to fulfill their contracted hours. Whether employees are working on-site or remotely they will follow these guidelines:
 - a. During the closure, employees will be required to work. Although employees will be allowed to work remotely, there may be on-site work critical to meet a legitimate student need. The District will follow all local, state and federal guidelines to ensure each individual employee's need for mental or physical safety. In such cases, the District will reach out to individual employees to consult on the ways to meet both student and personal needs. This doesn't preclude any employee from volunteering for on-site services or choosing to access a school building, when open.
 - b. Employees will check email and be available for phone calls with their supervisor/District and colleagues during the employee's regularly scheduled work days and hours.
 - c. It is understood that as the situation evolves, work may evolve and require flexibility from all parties. The District and Association will jointly publish, and may amend from time to time, a list of the critical work to meet student needs. Employees will use sound professional judgment to accomplish this work and will communicate with their supervisors/administrators regarding any clarifications needed for this work.
 - d. Employees who need to be released from all duties on a particular day may apply for and take leave under their CBA in the same manner as during regular operations (sick leave, personal leave, etc.)
 - e. If the District needs to add days to the student calendar pursuant to Section 3, employees who work less than 260 days per year will be released from duty during the school closure for an equivalent number of days to those added to the calendar, so that the total number of contracted work days does not increase.
 - g. Employees who work at District sites or at home will not work beyond their regularly scheduled hours without advance authorization.



1 **2. Leave** - During the closure, the following leave shall be treated as a separate leave
2 allowance that is specific and unique to the current public health crisis. No personal, sick
3 or unpaid leave will be deducted from employee leave banks under the following
4 conditions:

- 5
- 6 a. If an employee is directed by a health professional or agency to be quarantined for
7 14 days, either because of close contact with a person who has had a lab-confirmed
8 case of COVID-19 or because they have tested positive for COVID-19.
 - 9 b. If an employee falls into one of the high-risk categories (adults aged 60 and older,
10 people with weakened immune systems from medical conditions or treatments).
11 These situations will be addressed on a case-by-case basis and with physician
12 verification.
 - 13 c. If an employee follows documented guidance issued by a medical or public health
14 official to isolate or quarantine themselves as a result of exposure to COVID-19.

15
16 Employees on such leave may be assigned home-based work to the same extent as other
17 staff assigned to their homes during school closure, as outlined in Section 1 above, unless
18 they are experiencing incapacity to work due to illness or care for others.

19
20 **3. Making up lost instructional days and time** - The District will follow OSPI guidelines for
21 waivers related to COVID-19. It is currently anticipated that school will be in session
22 through June 19, 2020. If this end date changes for any reason, the District and Association
23 will meet to negotiate impacts.

24
25 **4. Funding sources** - As state and federal funds are authorized to mitigate the impacts of
26 COVID-19, this MOU will be interpreted liberally in favor of allowing the District to
27 access those funds to pay for any provision of this MOU for which such funding may be
28 available, especially as it pertains to accessing assistance for paid leave benefits, and to
29 make such changes as may be necessary to access that funding. This MOU may be
30 reopened upon request of the Association to negotiate impacts of any such changes.

31
32 **5. Effective dates** - This MOU shall be in effect for the remainder of the 2019-20 school year and
33 shall sunset on June 19, 2020. All other provisions of the collective bargaining agreement shall
34 remain in full effect. This MOU is not precedent-setting and is intended to address the specific
35 and unprecedented health emergency presented by COVID-19.

36
37 **6. Additional work** - In recognition that further guidance is anticipated from the state and
38 federal government, the District and Association will return to topics such as performance
39 evaluation (e.g., TPEP), services to students expected to graduate in 2020, changes in
40 expectations for special education requirements, and any other topic that impacts employee
41 wages, hours and working conditions. The District and Association agree to bargain any
42 other topics that impacts employee wages, hours, and working conditions.

43
44 Dated this 18th day of March, 2020.

45
46 **For the District:**

46 **For the Association:**

47
48 _____/signed by/

47
48 _____/signed by/

49 James Everett, Ed.D., Superintendent

49 Lorinda Routhe, Chapter President