

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MERIDIAN SCHOOL DISTRICT

AND

MERIDIAN CLASSIFIED EMPLOYEES ASSOCIATION

SEPTEMBER 1, 2009 - AUGUST 31, 2011

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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. However, temporary positions, unlike regular
3 positions, terminate on or before, the end of each school year and the employee will be in a layoff
4 status subject to Article IX. Temporary positions expected to last twenty (20) or more work days
5 shall be posted.
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7 C. The term Substitute Employee shall refer to those persons employed to replace bargaining unit
8 employees who are absent from their regular assignment on a day-to-day basis.
9

- 10 1. Substitute employees who are employed for one hundred twenty (120) hours and continue to be
11 available for employment are included in the unit, subject only to Schedule A, Step I.
12
- 13 2. Substitute positions are subject to posting.
14
- 15 3. A bargaining unit employee, by seniority can substitute in their own classification, and their
16 vacated position will be filled by a substitute. Said employee will stay in their own
17 classification/building except for an emergency or at the employer's discretion. In addition the
18 following applies.
19

20 D. The term Long-Term Substitute Employee shall refer to employees hired to fill positions on Board
21 approved leaves of absence. Such employees will be hired for the duration of such leave, during
22 which time they shall be subject to a probationary status of not more than sixty (60) working days
23 during which time the District may discharge the employee. Long Term Substitutes who are not
24 regular employees are subject to all provisions of this Agreement except Article IX where it applies to
25 layoff.
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27 Regular employees may fill a long-term leave position if it is fifteen (15) working days or longer. Said
28 employees will not be required to resign his or her current position provided, however, that this
29 provision may only be utilized by one (1) employee per request. Regular employees who fill positions
30 on Board-approved leaves of absence shall continue to be subject to all provisions of this Agreement.
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32 Regular employees filling a Long Term Leave position will establish seniority in the leave
33 replacement classification for one year beginning at the hire date in the new position.
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35 Long-Term Substitute positions lasting longer than fifteen (15) working days shall be subject to
36 posting.
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ARTICLE II

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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.

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

1 **Section 3.5.** District personnel files of an employee shall be open for the employee's inspection. Copies,
2 at cost, shall be permitted. An employee may attach comments to any material that is part of the
3 personnel file.
4

5 **Section 3.5.1.** Each employee will be provided a copy of any disciplinary material placed in his or her
6 personnel file within fifteen (15) working days of placement in the employee's personnel file. At the
7 request of an employee, all disciplinary material contained in the personnel file shall be removed within
8 two (2) years when there has not been any further disciplinary action.
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11 **ARTICLE IV**

12 **RIGHTS OF THE ASSOCIATION**

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16 **Section 4.1.** The District shall provide each new employee with a copy of this Agreement to be furnished
17 to the District by the Association.
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19 **Section 4.2.** The District shall send the following information about each member of the bargaining unit
20 to Public School Employees of Washington upon request: name, address, position held, FTE, and wage
21 rate. The District shall provide Public School Employees of Washington with the above information for
22 new employees throughout the year.
23

24 **Section 4.3.** Representatives of the Association shall obtain the permission of the building principal,
25 superintendent, or their designee, in order to have access to the District premises during business hours,
26 provided however, that the building principal, superintendent, or designee, upon being requested for
27 permission of access, shall grant permission if no hampering or obstruction results.

28 **Section 4.4.** The District shall provide bulletin board space at work site for the use of the Association.
29 The Association shall have the right to post notices of its activities and matters of Association concern.
30 All posted material will be signed and dated by the Union official posting the notice.
31

32 **Section 4.5.** The Union shall have the right to use school facilities and equipment at reasonable times
33 when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials
34 and supplies incident to such use. The Union may use employee mail boxes, electronic mail, or other
35 communication services to communicate with classified employees.
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38 **ARTICLE V**

39 **ASSOCIATION REPRESENTATION**

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43 **Section 5.1.** The Association will designate a Conference Committee of three (3) members who will meet
44 with the Superintendent of the District and the Superintendent's representatives on a mutually agreeable
45 basis to discuss appropriate matters.
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1 **Section 5.2.** The Union Representative will be used outside normal work hours. However, if the District
2 requires the Union Representative during the normal work hours of the Union Representative, their time
3 will not be made up.
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6 7 ARTICLE VI

8 9 **HOURS OF WORK**

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11 **Section 6.1.** The normal workweek shall consist of five (5) consecutive days, Monday through Friday,
12 followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may
13 assign an employee to a workweek of any five (5) consecutive days which are followed by two (2)
14 consecutive days of rest.
15

16 **Section 6.2.** Each employee shall be assigned to a definite and regular work schedule, which shall not be
17 changed without prior notice to the employee of two (2) calendar weeks, except in emergencies.
18

19 **Section 6.3.** The normal workday shall for full time employees shall consist of eight and one-half (8½)
20 hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near
21 the middle of the workday as is practicable, and also including a fifteen (15) minute first half and a fifteen
22 (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half
23 workday as is practicable.
24

25 **Section 6.4.** In the event an employee is assigned to a workday less than the normal workday shift
26 previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each
27 three (3) hours of work. Workdays in excess of four (4) hours per day shall include, a non-paid
28 uninterrupted lunch period of not less than thirty (30) minutes, to be as near the middle of the workday as
29 possible.
30

31 **Section 6.5.** Employees requested to work a work schedule regularly filled by a higher classification
32 employee shall receive compensation equal to that normally received by the employee in the higher
33 classification beginning with the third (3rd) day.
34

35 **Section 6.6.** In the event of an unusual school closure due to inclement weather, plant inoperation, or the
36 like, the District will try to notify any employee who is not to work prior to the employee's departure for
37 work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event
38 of such a closure; provided, however, no employee shall be entitled to any such compensation in the event
39 of actual notification by the District that they are not to work prior to leaving home for work.
40

41 **Section 6.7. Overtime.** All hours worked in excess of forty (40) hours per week shall be compensated at
42 the rate of one and one-half (1½) times the employee's base pay.
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44 **Section 6.7.1.** Employees called back on a regular workday, or called on the sixth (6th) or seventh
45 (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.
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ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays. All twelve (12) month employees shall receive the following paid holidays:

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

Section 7.1.1. All other employees shall receive the following paid holidays:

- | | |
|--------------------------------|------------------------------------|
| 1. New Year's Day | 6. Veterans' Day |
| 2. Martin Luther King, Jr. Day | 7. Thanksgiving Day |
| 3. Presidents' Day | 8. Half Day after Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Labor Day | |

Section 7.1.2. Unworked Holidays. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and 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.

1 **Section 7.2. Vacations.** All employees subject to this Agreement shall be credited with days of vacation
2 credit based on the employee's regular daily hours worked during the period September 1 to August 31.
3 Such vacation credit shall be earned, vested, and used as designated in this Article. Vacation shall be
4 earned as follows:

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

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21 *This column is arrived at by multiplying the full-time days by .744 (186 divided by 250).
22

23 **Section 7.2.1.** Vacation schedules for, annual employees, shall be arranged by the Supervisor. Full-time
24 employees may request to take a portion of their accrued vacation during the period of the year that school
25 is in session. Approval of such requests shall be at the sole discretion of the Supervisor.
26

27 **Section 7.2.2.** Employees who work less than twelve (12) months per year shall receive payment for
28 vacation on a prorated twelve (12) month basis. Any employee who is discharged or who terminates
29 employment shall receive payment for unused accrued vacation credit with their final paycheck.
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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.

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.

Section 8.1.2. An Employee with accumulated sick leave who is temporarily disabled from working due to injury or occupational illness which is covered by the State industrial insurance laws, Title 51 RCW, shall be paid by the District an amount equal to the difference between the amount the employee would normally earn and the amount paid the employee by the Department of Labor and Industries. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 8.1.3. Leave Sharing. Employees may donate annual or sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment. Any such donation of annual or sick leave shall be subject to the terms and limitations of law and will be administered through District policy.

1 **Section 8.2. Bereavement Leave.** All employees shall be granted bereavement leave with pay, on a per
2 occurrence basis, as follows: Upon the death of an immediate family member or a person living in the
3 immediate household as a member of the family, employee shall be granted up to five (5) days of
4 bereavement leave per occurrence. Upon the death of a close personal friend, may be granted up to five
5 (5) days of bereavement leave per occurrence. If additional time is needed, sick leave may be granted.
6 Bereavement leave is noncumulative. Should Bereavement Leave be denied for a personal friend, sick
7 leave can be utilized. Immediate Family: Spouse, Domestic Partner, Children, Stepchildren, Father,
8 Mother, Stepfather, Stepmother, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law,
9 Grandparents, Grandchildren, Brother, Sister.

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11 **Section 8.3. Emergency Leave.** Employees shall be granted up to three (3) days emergency leave per
12 year noncumulative at full pay to cover absences from work caused by serious illness or accident in the
13 family (defined as spouse or children), or by personal requirements of an urgent nature defined as:
14 Emergencies to one's home beyond one's control (fire, flood, excessive wind damage) and legal
15 emergencies (subpoenas). The emergency should be reported immediately to the supervisor. Emergency
16 leave shall be deducted from sick leave as specified in Section 8.1.1 herein. Should an employee need
17 additional days off to care for a
18 child of the employee under the age of eighteen (18) with a health condition that requires treatment or
19 supervision, such days shall be deducted from the employee's accrued sick leave days.

20
21 **Section 8.3.1. Personal Leave.** Each employee shall be allowed three (3) days of Personal leave with
22 pay per contract year. A personal leave day may not be used to engage in other employment or
23 commercial ventures.

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

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31 The first two (2) personal leave days may be used in addition to illness, injury and emergency leave. If
32 both of these personal leave days are not used, the employee shall receive compensation for one (1)
33 personal leave day in the next pay period.

34
35 After the first two (2) personal leave days have been used, a third leave day will be available for the same
36 purposes as the first two. If used, this third day shall be deducted from the employee's sick leave. If it is
37 unused this day is not subject to the compensation provisions described above.

38
39 **Section 8.4. Jury Duty.** In the event an employee is summoned to serve as a juror, such employee shall
40 receive normal pay for required presence in court during working hours; provided, however, that any
41 compensation beyond bona fide expenses received for such service shall be paid to the District. Such
42 repayment shall not exceed the employee's normal pay.

1 **Section 8.5. Leave of Absence.**
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3 **Section 8.5.1.** Upon recommendation of the immediate supervisor through administrative channels to the
4 Superintendent, and upon approval of the Board of Directors, an employee may be granted an unpaid
5 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to
6 extended illness, one (1) additional year may be granted.
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8 **Section 8.5.1.1.** Leaves of absences may not be granted for members to assume other employment.
9

10 **Section 8.5.2.** The returning employee will be assigned to the position occupied before the leave of
11 absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific
12 period of time, during which they shall be subject to all provisions of this Agreement. It shall be the
13 responsibility of the employer to inform replacement employees of these provisions. Regular employees
14 who fill a leave of absence assignment in their classification will be returned to the employee's previous
15 assignment.
16

17 **Section 8.5.3.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights
18 while on leave of absence. However, vacation credit, sick leave and seniority shall not accrue while the
19 employee is on leave of absence; provided, however, that if such leave is approved for extended illness or
20 injury, seniority shall accrue.
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23 **ARTICLE IX**
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25 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
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27 **Section 9.1.** The seniority of an employee within the bargaining unit shall be established as of the date on
28 which the employee began continuous daily employment (hereinafter "hire date") unless such seniority
29 shall be lost as hereinafter provided.
30

31 **Section 9.1.1.** The District will provide the Chapter President a seniority list upon request.
32

33 **Section 9.2.** Each new hire shall remain in a probationary status for a period of not more than sixty (60)
34 working days following the hire date. During this probationary period the District may discharge such
35 employee at its discretion.
36

37 **Section 9.3.** Upon completion of the probationary period, the employee will be subject to all rights and
38 duties contained in this Agreement retroactive to the hire date.
39

40 **Section 9.4.** The seniority rights of an employee shall be lost for the following reasons:
41

- 42 A. Resignation;
- 43 B. Discharge for justifiable cause;
- 44 C. Retirement; or
- 45 D. Change in job classification within the bargaining unit, as hereinafter provided.
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1 **Section 9.5.** Seniority rights shall not be lost for the following reasons, without limitation:

- 2
- 3 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 4 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
- 5 United States; or
- 6 C. Time spent on other authorized leaves.
- 7

8 **Section 9.6.** Seniority rights shall be effective within the general job classification. As used in this
9 Agreement, general job classifications are those set forth in Article I, Section 1.3.

10

11 **Section 9.7.** The employee with the earliest hire date shall have preferential rights regarding vacation
12 periods, promotions, assignment to new or open jobs or positions, and layoffs when ability and
13 performance are substantially equal with junior employees. If the District determines that seniority rights
14 should not govern because a senior employee does not meet the minimum requirements, the District shall
15 set forth in writing to the employee or employees and the chapter president its reasons why the senior
16 employee or employees have been bypassed.

17

18 **Section 9.8.** Employees who change job classifications within the bargaining unit shall retain their hire
19 dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a
20 new hire date and a new classification.

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22 **Section 9.9.** The District shall publicize within the bargaining unit for five (5) working days the
23 availability of new and open positions. A copy of the job posting shall be forwarded to the President of the
24 Association and to the Association representative of the classification concerned.

25

26 **Section 9.10.** In the event of layoff, employees so affected are to be placed on a reemployment list
27 maintained by the District according to seniority, with the most senior being called back to work first.
28 Such employees are to have priority over outside applicants and will be considered along with current
29 employees in filling an opening in the specific job category held immediately prior to layoff. Names shall
30 remain on the reemployment list for sixteen (16) months. Except in extraordinary cases, the District will
31 give employees' two (2) weeks notice of intention to lay them off. Employees shall give the District two
32 (2) weeks notice of their intention to resign.

33

34 **Section 9.11.** Employees on layoff status shall file their addresses in writing with the personnel office of
35 the District and shall thereafter promptly advise the District in writing of any change of address.

36

37 **Section 9.12.** An employee shall forfeit rights to reemployment as provided in Section 9.10 if the
38 employee does not comply with the requirements of Section 9.11, or if the employee does not respond to
39 the offer of reemployment within five (5) days of less.

40

41 **Section 9.13.** An employee on layoff status who rejects an offer of re-employment forfeits seniority and
42 all other accrued benefits; provided that such employee is offered a position substantially equal to that
43 held prior to layoff. Substantially is defined as at least 75% of hours worked prior to lay off.

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1 **Section 9.14.** The Meridian School District shall make a good faith effort to restore any lost
2 hours/days to employees who were cut back in the 2006/2007 school year. As of the 2009/2010 school
3 year, Meridian will restore two (2) half (½) days pay and worktime.
4

5 **Reduction in Hours**

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7 **Section 9.15 Definition:** The term reduction of hours means a loss of time of at least one-half (.5)
8 hours not due to disciplinary reasons. A reduction of hours shall not constitute a layoff.
9

10 In case of reduction of hours the Union and District agree to meet and confer regarding said reductions.
11 As part of the meet and confer process, seniority will prevail.
12

13 Regular employees (excluding temporary employees and substitutes) whose hours are reduced more
14 than one-half (.5) hours will have first right of refusal to restoration of hours as hours become available
15 within classification and in the employee's building for a period of one (1) year following the
16 reduction of hours. Restoration of hours will be based on the employees hire date though job
17 requirements as outlined in 9.7 may also be considered. An employee will forfeit rights to reinstate
18 hours if they do not respond to the first offer of hours within five (5) work days. Additional hours
19 under this section shall not include the posting of a new or vacant position.
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24 **ARTICLE X**

25 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

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28 **Section 10.1.** The District shall have the right to discipline or discharge an employee for justifiable cause.
29 The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter
30 provided.
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32 **ARTICLE XI**

33 **INSURANCE AND RETIREMENT**

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37 **Section 11.1. Premium Entitlement.** The District shall pay the maximum amount specified in
38 Section 11.1.2 herein for District approved insurance plans for each employee. Maximum premium
39 amounts shall be subject to the proration as specified in Section 11.1.3 herein. Employees who work less
40 than four (4) hours per day are not eligible for the insurance benefits specified herein.
41

42 **Section 11.1.1. Duration Of Premium Payment.** Premium payments shall be for twelve (12) months
43 per year.
44

45 **Section 11.1.2. Maximum Premium Amount.** The maximum premium amount shall mean the full state
46 funded amount, less forty (40) percent of the health care authority carveout. In the event that any
47 increases are offered to any represented group such increases shall be passed on to all PSE members.
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1 **Section 11.1.3. Proration Of Maximum Premium Amount.** Employees who are less than full-time
2 employees shall be entitled to receive insurance benefits in the same ratio as the part-time service bears to
3 full-time service (FTE). For insurance purposes, full-time service and full-time employees shall be
4 defined as any employee working more than 1,440 hours of annual employment provided State funding of
5 basic education and transportation includes health benefits allotment based on an FTE defined as 1,440
6 hours or more.

7
8 **Section 11.1.4. Insurance Premium Pool.** The amount of revenue available to the bargaining unit as
9 specified in Section 11.1.3 herein shall comprise the premium pool. It is understood that the FTE count is
10 frozen at the S-275 FTE's in the bargaining unit for the purpose of generating the pool. Upon closing of
11 insurance plan enrollment periods, the District shall compare the bargaining unit insurance premium usage
12 to the size of the premium pool. Such comparison information is to be provided to the Association. If the
13 pool exceeds the usage, the excess shall be divided among employees whose insurance enrollments cause
14 payroll deductions, with said division to be equally apportioned among such employees until enrollments
15 are fully paid or the excess pool is depleted. It is understood that the insurance pool will only be
16 recalculated if the insurance carriers increase insurance premiums. It is further understood that except for
17 the addition of new dependents, enrollments for dependents shall close on the expiration date of the open
18 enrollment period in September.

19
20 **Section 11.1.5.** All bargaining unit insurance dollars shall be pooled for the purpose of paying the cost of
21 premiums of basic insurance coverage for each bargaining unit member. Basic insurance coverage may
22 include: medical, dental, vision, group term life and group long-term disability insurance coverage. Only
23 after members of the bargaining unit have received benefit of basic insurance coverage, shall pool dollars
24 be used for optional coverage which may include cancer/intensive care insurance.

25 **Section 11.2.** The District shall provide indemnity coverage for all employees subject to this Agreement.

26
27 **Section 11.3.** In determining whether an employee subject to this Agreement is eligible for participation
28 in the Washington State Public Employees' Retirement System, the District shall report all hours worked.

32 A R T I C L E X I I

34 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

35
36 **Section 12.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement is a
37 member of the Association in good standing shall, as a condition of employment, maintain membership in
38 the Association in good standing during the period of this Agreement.

39
40 **Section 12.2.** All employees subject to this Agreement who are hired at a time subsequent to the effective
41 date of this Agreement, shall, as a condition of employment, become members in good standing of this
42 Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the
43 hire date, whichever is applicable. Such employees shall then maintain membership in the Association in
44 good standing during the period of this Agreement.

1 **Section 12.2.1.** The parties recognize that an employee should have the option of declining to participate
2 as a member in the Association, yet contribute financially to the activities of the Association in
3 representing such employee as a member of the bargaining unit. Therefore, as an alternative to, and in
4 lieu of the membership requirements of the previous sections of the Article, an employee who declines
5 membership in the Association may pay to the Association each month a service charge as a contribution
6 towards the administration of this Agreement in an amount determined by the Association. This service
7 charge shall be collected in the same manner as monthly dues.

8
9 **Section 12.3.** Any employee who refuses to become a member of the Association in good standing or pay
10 a representation fee as provided in Section 12.2.1, shall, at the option of the Association, be immediately
11 discharged from employment with the District.

12
13 **Section 12.4.** The District will notify the Association of all new hires within ten (10) working days of
14 hire. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

15
16 **Section 12.5.** Nothing contained in this Agreement shall require Association membership of employees
17 who object to such membership based on bona fide religious tenets or teachings of a church or religious
18 body of which such employee is a member. Such employee shall pay an amount equivalent to normal
19 dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and
20 the Association. The employee shall furnish written proof that such payment has been made. If the
21 employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment
22 Relations Commission pursuant to RCW 41.56.122.

23 **Section 12.6. Checkoff.** The District shall deduct PSE dues from the pay of any employee who
24 authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such
25 funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

26 27 28 29 **ARTICLE XIII**

30 31 **GRIEVANCE PROCEDURE**

32
33 **Section 13.1.** An employee grievance is a claim or dispute by an employee concerning the application or
34 interpretation of the terms of this Agreement.

35 36 **Section 13.2. Grievance Steps.**

37
38 **Section 13.2.1. Step One.** Employees shall first discuss the grievance with their immediate supervisor.
39 If employees so wish, they may be accompanied by an Association representative at such discussions. All
40 grievances not brought to the immediate supervisor in accordance with the preceding sentence within
41 thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.
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1 **Section 13.2.2. Step Two.** If the grievance is not resolved to the employee's satisfaction in accordance
2 with Step One, the employee shall reduce to writing a statement of the grievance, within ten (10) working
3 days of the discussion, containing the following:
4

- 5 A. The facts on which the grievance is based;
 - 6 B. A reference to the provisions in this Agreement which have been allegedly violated; and
 - 7 C. The remedy sought.
- 8

9 The employee shall submit the written statement of grievance to the immediate supervisor for
10 reconsideration and shall submit a copy to the official in the administration responsible for personnel. The
11 parties will have ten (10) working days from submission of the written statement of grievance to resolve it
12 by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties
13 to the grievance shall sign it. If employees so wish, they may be accompanied by an Association
14 representative at such discussions.
15

16 **Section 13.2.3. Step Three.** If no settlement has been reached within the ten (10) days referred to in Step
17 Two, and the Association believes the grievance to be valid, a written statement of grievance shall be
18 submitted within fifteen (15) working days to the District Superintendent or the Superintendent's designee.
19 After such submission, the parties will have ten (10) working days from submission of the written
20 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an
21 agreeable disposition is made, all parties to the grievance shall sign it. If employees so wish, they may be
22 accompanied by an Association representative at such discussions.
23

24 **Section 13.2.4. Step Four.** If no settlement has been reached within the ten (10) workings days referred
25 to in Step Three, the Association may, within ten (10) working days after receipt of the District's Step
26 Three response, submit the grievance to binding arbitration. Such submission shall be by written notice to
27 the Superintendent or his/her designee.
28

29 **Section 13.2.5. Selection of an Arbiter - Agreement.** In regard to each case submitted to arbitration, the
30 parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to
31 agree to an arbiter within ten (10) working days after submission of the written request for arbitration, the
32 provisions of Section 13.2.6 shall apply to the selection of arbiter.
33

34 **Section 13.2.6. Selection of an Arbiter-AAA.** In the event an arbitrator is not selected pursuant to the
35 provisions of Section 13.2.5, the parties shall jointly request the American Arbitration Association to
36 submit a panel of seven (7) arbiters. When the panel of seven (7) arbiters is received, the parties, in turn,
37 shall have the right to strike a name from the panel until only one (1) name remains. The remaining
38 person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.
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1 **Section 13.2.7. Arbitration-Rules of Procedure.** Arbitration proceedings shall be in accordance with
2 the following guidelines:

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- 4 A. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall render a
5 decision in writing within thirty (30) days of the close of the hearing, or if written briefs are
6 submitted, then from the date of transmitting the brief to the arbiter.
- 7
- 8 B. The arbiter's jurisdiction shall be limited to the issues(s) specified in the written grievance as
9 submitted at Step One. The arbiter shall have no authority to alter this Agreement in whole or in
10 part.
- 11
- 12 C. The arbiter's decision shall be final and binding on both parties.
- 13
- 14 D. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to
15 receive any information after the hearing except when there is mutual agreement of the parties.
- 16
- 17 E. Each party shall pay any compensation and expenses relating to its own witnesses or
18 representatives.
- 19
- 20 F. The cost for the services of the arbiter, including per diem expenses, if any, and his/her travel and
21 subsistence expenses and costs of any hearing room, will be shared equally by the District and the
22 Association. All other costs will be borne by the party incurring them.
- 23
- 24 G. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If
25 the other party also requests a copy, that party will pay one-half (½) of the stenographic cost.

26

27 **Section 13.2.8.** The grievance or arbitration discussions shall not interfere with work duties. No reprisals
28 of any kind will be taken by the Association or District against any employee because of his/her
29 participation or non-participation in any grievance.

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ARTICLE XIV

PROFESSIONAL TRAINING

37 **Section 14.1.** Employees attending training courses required by Federal or State regulation or District
38 policy as a condition of continued employment will be paid at their regular hourly rate for all time in
39 attendance plus any fee, tuition, or transportation cost.

41 **Section 14.2.** Employees attending training courses or seminars requested by the employee and approved
42 by the District will suffer no loss of regular salary, if the course requires them to attend on their regular
43 school employee time, but no salary payment will be made for any time an employee would not have
44 regularly worked; however, expenses incurred for transportation and or/training course fees and tuition
45 will be paid by the School District.

47 **Section 14.3.** When appropriate employees will be included as participants in the planning process
48 regarding allocation of professional development resources.

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

Section 15.1.1. If this District has a different system for computing leave benefits and other benefits, then the employee shall be granted the same leave benefits and other benefits as an employee in this District who has similar occupational status and total years of service.

ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Upon request an employee shall receive a full accounting and itemization of authorized deductions, regular and extra hours worked, and rates of pay. The District will include a pay summary with the employee's first paycheck of the year.

Section 16.2. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein. There shall be six (6) pay steps. Each step shall be for a duration of five (5) years.

Section 16.2.1. Step movement shall be in September. For new employees, step one (1) shall start in September if hired by the District on or before October 1st. Employees hired after October 1st will not start their step one (1) length of requirement until the following September.

Section 16.3. For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour.

Section 16.4. Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the current rate established by District policy.

Section 16.5. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

Section 16.6. Should the legislature authorize and fund a future salary or insurance increase, the District will pass through the additional funds after consultation/negotiations with the Association.

1 **Section 16.7.** It is recognized that employees shall receive their salary and insurance benefits on a
2 twelve (12) month basis. It is also understood that holiday and vacation pay for school year employees
3 shall be prorated over a twelve (12) month basis. All employees hired between the beginning of the
4 school year and February 15th shall have their annual salary step date on February 15th upon the
5 completion of at least one calendar year of employment. All employees hired between February 15th and
6 the beginning of the following school year shall have their annual step date on September 1st upon
7 completion of at least one calendar year of employment.

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9 The district shall publish and distribute designated pay periods for the entire bargaining unit.
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13 **ARTICLE XVII**
14

15 **TERM AND SEPARABILITY OF PROVISIONS**
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17 **Section 17.1.** The term of this Agreement shall be September 1, 2009 to August 31, 2011.

18 **Section 17.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement at
19 the execution date.
20

21
22 **Section 17.3.** This Agreement may be reopened and modified during its term only upon mutual consent
23 of the parties in writing; provided, however, this Agreement shall be reopened as necessary to consider the
24 impact of any legislation enacted following execution of this Agreement which affect the terms and
25 conditions herein or create authority to alter personnel practices in public employment.
26

27 **Section 17.4.** If any Article or section of this Agreement should be found invalid, the balance of this
28 Agreement shall continue in full force and effect.
29

30 **Section 17.5.** Neither party shall be compelled to comply to any provision of this Agreement which
31 conflicts with State or Federal statutes or regulations promulgated pursuant thereto.
32

33 **Section 17.6.** In the event either of the two (2) previous sections is determined to apply to any provision
34 of this Agreement, such provision shall be renegotiated.
35

36 PUBLIC SCHOOL EMPLOYEES
37 OF WASHINGTON

38
39
40 MERIDIAN CLASSIFIED EMPLOYEES
41 ASSOCIATION

MERIDIAN SCHOOL DISTRICT

42
43 BY _____
44 Laney Brannen, Chapter President

43 BY: _____
44 Tim Yeomans, Superintendent

45
46
47 DATE: _____

47 DATE: _____

SCHEDULE A
 MERIDIAN CLASSIFIED EMPLOYEES ASSOCIATION
 September 1, 2009 through August 31, 2010

Job Title	Sub Rate	Step 1 0-4 yrs	Step 2 5-9 yrs	Step 3 10-14 yrs	Step 4 15-19 yrs	Step 5 20-24 yrs	Step 6 25+ yrs
<u>Paraeducator</u>							
Bilingual Tutor	\$13.12	\$14.13	\$14.41	\$14.84	\$15.44	\$16.21	\$16.53
Paraeducator	\$12.30	\$13.62	\$13.89	\$14.31	\$14.88	\$15.63	\$15.94
Volunteer Coordinator	\$11.48	\$12.48	\$12.73	\$13.11	\$13.64	\$14.32	\$14.60
<u>Professional-Technical *</u>							
Accounts Payable Specialist	\$16.19	\$17.20	\$17.54	\$18.07	\$18.79	\$19.73	\$20.13
Career Center Specialist	\$14.58	\$15.58	\$15.89	\$16.37	\$17.02	\$17.87	\$18.23
Computer Instructor	\$18.26	\$19.26	\$19.65	\$20.23	\$21.04	\$22.10	\$22.54
Family Resource Specialist	\$18.92	\$19.92	\$20.32	\$20.93	\$21.77	\$22.85	\$23.31
Foreign Language Translator	\$16.81	\$17.81	\$18.17	\$18.71	\$19.46	\$20.43	\$20.84
Information Systems Manager	\$24.44	\$25.44	\$25.95	\$26.73	\$27.80	\$29.19	\$29.77
Librarian	\$15.03	\$16.03	\$16.35	\$16.84	\$17.52	\$18.40	\$18.76
LPN		\$18.41	\$18.78	\$19.34	\$20.12	\$21.12	\$21.54
On-call Technology Support	\$18.26	\$19.26	\$19.65	\$20.23	\$21.04	\$22.10	\$22.54
Sign Language Interpreter	\$16.81	\$17.81	\$18.17	\$18.71	\$19.46	\$20.43	\$20.84
Substance Abuse Intervention Spec	\$25.15	\$26.15	\$26.67	\$27.47	\$28.57	\$30.00	\$30.60
<u>Secretaries</u>							
Secretary I (Head, Curr, Spec Prog)	\$14.65	\$15.75	\$16.07	\$16.55	\$17.21	\$18.07	\$18.43
HS Registrar	\$13.53	\$14.63	\$14.92	\$15.37	\$15.99	\$16.78	\$17.12
MS Registrar	\$13.34	\$14.44	\$14.73	\$15.17	\$15.78	\$16.57	\$16.90
School Secretaries	\$13.02	\$14.12	\$14.40	\$14.83	\$15.43	\$16.20	\$16.52
<u>Other</u>							
Student Monitor	\$11.33	\$11.33	\$11.56	\$11.90	\$12.38	\$13.00	\$13.26
Bus Monitor	\$11.47	\$12.47	\$12.72	\$13.10	\$13.63	\$14.31	\$14.59

*All positions in this category have their own individual seniority.

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