

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MERIDIAN SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF

MERIDIAN SCHOOL DISTRICT

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.
6

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 which
22 time they shall be subject to a probationary status of not more than sixty (60) working days during
23 which time the District may discharge the employee. Long Term Substitutes who are not regular
24 employees are subject to all provisions of this Agreement except Article IX where it applies to layoff.
25

26 Regular employees may fill a long-term leave position if it is fifteen (15) working days or longer. Said
27 employees will not be required to resign his or her current position provided, however, that this
28 provision may only be utilized by one (1) employee per request. Regular employees who fill positions
29 on Board-approved leaves of absence shall continue to be subject to all provisions of this Agreement.
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31 Regular employees filling a Long Term Leave position will establish seniority in the leave replacement
32 classification for one year beginning at the hire date in the new position.
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34 Long-Term Substitute positions lasting longer than fifteen (15) working days shall be subject to
35 posting.
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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.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

Section 3.2. 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 3.3. 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.

Section 3.4. District personnel files of an employee shall be open for the employee's inspection. Copies, at cost, shall be permitted. An employee may attach comments to any material that is part of the personnel file.

Section 3.4.1. Each employee will be provided a copy of any disciplinary material placed in his or her personnel file within fifteen (15) working days of a placement in the employee's personnel file. At the request of an employee, all disciplinary material contained in the personnel file shall be removed within two (2) years when there has not been any further disciplinary action.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. The District shall provide each new employee with a copy of this Agreement to be furnished to the District by the Association.

Section 4.2. The District shall send the following information about each member of the bargaining unit to Public School Employees of Washington upon request: name, address, position held, FTE, and wage rate. The District shall provide Public School Employees of Washington with the above information for new employees throughout the year.

Section 4.3. The Union shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use. The Union may use employee mailboxes, electronic mail, or other communication services to communicate with classified employees.

Section 4.4. The District shall provide bulletin board space in each school and the bus garage for the use of the Association. The Association shall have the right to post notices of its activities and matters of Association concern. All posted material will be signed and dated by the Union official posting the notice.

ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1. The Association will designate a Conference Committee of 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.

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.

1 **Section 6.2.** Each employee shall be assigned to a definite and regular shift and workweek, which shall
2 not be changed without prior notice to the employee of two (2) calendar weeks, except in emergencies.
3

4 **Section 6.3.** The normal shift shall consist of eight and one-half (8½) hours, for eight (8) hours
5 compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is
6 practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest
7 period, both of which rest periods shall occur as near the middle of each half shift as is practicable.
8

9 **Section 6.4.** In the event an employee is assigned to a shift less than the normal work shift previously
10 defined in this Article, the employee shall be given a fifteen (15) minute rest period for each three (3)
11 hours of work.
12

13 **Section 6.5.** Employees requested to work a shift regularly filled by a higher classification employee shall
14 receive compensation equal to that normally received by the employee in the higher classification.
15

16 **Section 6.6.** In the event of an unusual school closure due to inclement weather, plant inoperation, or the
17 like, the District will try to notify any employee who is not to work prior to the employee's departure for
18 work. Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event
19 of such a closure; provided, however, no employee shall be entitled to any such compensation in the event
20 of actual notification by the District that they are not to work prior to leaving home for work.
21

22 **Section 6.7.** Recognizing that personnel in the transportation classification present special shift and
23 compensation problems, the parties agree to the following definitions and distinctions.
24

25 **Section 6.7.1. Shift.** Shift shall be established in the transportation classification in relation to routes and
26 driving times, requisite to fulfilling tasks as assigned by the Supervisor of Transportation; provided that
27 daily bus cleanup and bus warmup shall be performed by members of the transportation classification.
28 Drivers shall receive fifteen (15) minutes for both pre and post trip time inspection of the assigned vehicle.
29

30 **Section 6.7.1.1.** In the event of emergency road restrictions causing some regular runs to be cancelled, the
31 remaining runs for that day shall be assigned as follows: daily layoffs shall be rotated starting at the
32 bottom of the seniority roster (i.e., if one run was cancelled, the person at the bottom of the seniority list
33 would not drive on the first day, the person second from the bottom would not drive on the second
34 day, etc.).
35

36 **Section 6.7.1.2.** A driver who reports to work and whose route is subsequently cancelled, or whose route
37 is reduced in time for the day, shall receive two (2) hours compensation.
38

39 **Section 6.7.2. Regular Runs.** Regular runs shall be defined as those regularly daily scheduled runs
40 pursuant to Section 6.7.1 above, and shall be compensated pursuant to Schedule A. Drivers shall receive a
41 minimum of two (2) hours compensation for all daily shift runs. All positions under two (2) hours now
42 will be honored two (2) hours AM and two (2) hours PM effective September 1, 2007. Any non-driving
43 time will be worked upon direction of the supervisor.
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48 **Section 6.7.3. Extra Runs.** Extra runs shall be defined as all trips other than regularly daily scheduled

1 runs pursuant to Sections 6.7.1 and 6.7.2.

2
3 **Section 6.7.4. Extra Run Compensation.** Extra runs shall be compensated at the driver's base hourly
4 rate for the entire hours of the trip assigned to them. All drivers shall receive fifteen (15) minutes' time for
5 loading and emergency drill review and an extra fifteen (15) minutes' travel time for all extra trips to
6 Meridian Middle School, Irene Reither Primary School, and Ten Mile Elementary School.

7
8 **Section 6.7.5. Other Transportation Classification Compensations.** Any driving time over forty (40)
9 hours per week shall be compensated at one and one-half (1½) the regular rate. If there are thirty (30)
10 minutes or less between assignments, the base hourly rate shall continue uninterrupted. Drivers shall
11 receive a minimum of one-half (½) hour pay for each Drivers' Staff Meeting. Drivers shall receive a
12 minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the normal
13 work shift and workday, noncontiguous with the normal work shift or workday.

14
15 **Section 6.7.6. Assignment of Extra Runs.** All extra bus runs transporting more than nine (9) District
16 students to any activity shall be offered to bus drivers within the bargaining unit on a rotating seniority
17 basis. The following extra bus runs are excepted from this section:

- 18
19 1. FFA field trips;
20 2. Senior class graduation trip;
21 3. Cross country practices;
22 4. Non-league out of county athletic trips (when a team and/or the ASB charters a bus);
23 5. Ski trips.

24
25 It is also understood that if an extra trip conflicts with either the AM or PM regular route and a substitute is
26 needed, the regular driver will have the option of driving the entire regular route (AM or PM) or the extra
27 trip. The following shall also apply:

- 28
29 • Bus drivers need to give a three (3) working day notice if they need to turn a trip down.
30 Exceptions will be made for late trips.
31
32 • If a bus driver declines a trip after accepting said trip within forty-eight (48) hours of departure
33 time (except in an emergency as defined in C.B.A. Section 8.3) the driver will be taken off the trip
34 assignment board for thirty (30) calendar days.

35
36 **Section 6.7.7.** A driver that is assigned extra work, which does not extend his/her A.M. or P.M. route,
37 shall be entitled to one (1) hour of compensation or the actual driving time, whichever is greater.

38
39 **Section 6.7.8. Drug Testing.** All procedures pertaining to drug testing are provided in the Meridian
40 School Board Policy No. 5202: Federal Highway Administration Mandated Drug and Alcohol Testing
41 Program.

42
43 **Section 6.8.** Food Service employees shall report to work at least one (1) working day prior to beginning
44 of the school year.

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46
47
48 **Section 6.9. Overtime.** All hours worked in excess of forty (40) hours per week shall be compensated at
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1 the rate of one and one-half (1½) times the employee's base pay. All extra assigned work on Saturday or
2 Sunday shall be compensated at one and one-half (1-1/2) times the employee's base pay. This shall only
3 be applicable to the Custodial, Maintenance and Grounds classifications.

4
5 **Section 6.9.1.** Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th)
6 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

7
8 **Section 6.10. Four (4) Day Workweek. Custodial and Maintenance.** The parties mutually agree to the
9 four (4) day workweek, during the summertime, for the duration of this Agreement.

10
11 **Section 6.11.** All additional activities requiring a custodian shall be rotated by seniority in the order that
12 these events occur (i.e. the first event goes to the most senior, second event to the next senior and so on).
13 Rotations will be confined to the custodians where the activity takes place unless there is no custodian
14 available in which case it can be opened up to the custodians at other buildings. Custodians who turn
15 down extra work shall not be eligible until their name comes up again on the seniority list.

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 VII

HOLIDAYS AND VACATIONS

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

- | | |
|--------------------------------|---------------------------------------|
| 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. Veteran's Day |
| 2. Martin Luther King, Jr. Day | 7. Thanksgiving Day |
| 3. Presidents' Day | 8. ½ 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

1 shall be compensated at twice their base rate for all hours worked on such holidays.

2
3 **Section 7.1.4.** If a holiday falls on either Saturday or Sunday and is not observed on the preceding Friday
4 or the succeeding Monday, the employee shall be granted one (1) additional day of paid vacation.

5
6 **Section 7.2. Vacations.** All employees subject to this Agreement shall be credited with days of vacation
7 credit based on the employee's regular daily hours worked during the period September 1 to August 31.
8 Such vacation credit shall be earned, vested, and used as designated in this Article. Vacation shall be
9 earned as follows:

	<u>Full-Time</u>	<u>School Year</u>
	<u>Employees</u>	<u>Employees*</u>
13 1st Year	10 Days	7 Days
14 2nd Year	11 Days	7 Days
15 3rd Year	12 Days	8 Days
16 4th Year	13 Days	9 Days
17 5th Year	14 Days	10 Days
18 6th Year	15 Days	10 Days
19 7th Year	16 Days	11 Days
20 8th Year	17 Days	12 Days
21 9th Year	18 Days	13 Days
22 10th Year	19 Days	13 Days
23 11th Year	20 Days	14 Days
24 12th + Year	20 Days	15 Days

25
26 *This column is arrived at by multiplying the full-time days by .744 (186 divided by 250).

27
28 **Section 7.2.1.** Vacation schedules shall be arranged by the Supervisor. Full-time employees may request
29 to take a portion of their accrued vacation during the period of the year that school is in session. Approval
30 of such requests shall be at the sole discretion of the Supervisor.

31
32 **Section 7.2.2.** Employees who work less than twelve (12) months per year shall receive payment for
33 unused accrued vacation on a prorated twelve (12) month basis. Any employee who is discharged or who
34 terminates employment shall receive payment for unused accrued vacation credit with their final paycheck.

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 and 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 and eighty (480) hours. 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.

1 **Section 8.1.3. Leave Sharing.** Employees may donate annual or sick leave to a fellow employee who is
2 suffering from or has a relative or household member suffering from an extraordinary or severe illness,
3 injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to
4 take leave without pay or terminate employment. Any such donation of annual or sick leave shall be
5 subject to the terms and limitations of law and will be administered through District policy.
6

7 **Section 8.2. Bereavement Leave.** All employees shall be granted bereavement leave with pay, on a per
8 occurrence basis, as follows: Upon the death of an immediate family member or a person living in the
9 immediate household as a member of the family, employee shall be granted up to five (5) days of
10 bereavement leave per occurrence. Upon the death of a close personal friend, may be granted up to five
11 (5) days of bereavement leave per occurrence. If additional time is needed, sick leave may be granted.
12 Bereavement leave is noncumulative. Should Bereavement Leave be denied for a personal friend, sick
13 leave can be utilized. Immediate Family: Spouse, Domestic Partner, Children, Stepchildren, Father,
14 Mother, Stepfather, Stepmother, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law,
15 Grandparents, Grandchildren, Brother, Sister.
16

17 **Section 8.3. Emergency Leave.** Employees shall be granted up to three (3) days emergency leave per
18 year noncumulative at full pay to cover absences from work caused by serious illness or accident in the
19 family (defined as relative or close personal friend), or by personal requirements of an urgent nature
20 defined as: Emergencies to one's home beyond one's control (fire, flood, excessive wind damage) and
21 legal emergencies (subpoenas). The emergency should be reported immediately to the supervisor.
22 Emergency leave shall be deducted from sick leave as specified in Section 8.1.1 herein. Should an
23 employee need additional days off, such days shall be deducted from the employee's accrued sick leave
24 days.
25

26 **Section 8.3.1. Personal Leave.** Each employee shall be allowed three (3) days of personal leave with pay
27 per contract year.
28

29 A Personal Leave day may not be used to engage in other employment or commercial ventures.
30

31 Personal Leave shall not be cumulative. If both days of personal leave are not used, the less-than-twelve-
32 month employee shall receive remuneration of one (1) personal leave day in the June pay period; the 12-
33 month employee shall receive compensation for one (1) personal day in the August pay period. In no case
34 shall an employee receive remuneration if the employee uses one (1) day of personal leave during the year.
35

36 Personal Leave will be scheduled through the supervisor two (2) days in advance of taking said leave. In
37 situations when advance notification cannot be given, the supervisor shall be notified as soon as possible.
38 No more than one (1) employee per job site may utilize Personal Leave on any given day. With the
39 exception of the Transportation Department no more than two (2) employees may utilize Personal Leave
40 on any given day subject to Supervisor's approval with availability of substitutes.
41

42 **Section 8.4. Jury Duty.** In the event an employee is summoned to serve as a juror, such employee shall
43 receive normal pay for required presence in court during working hours; provided, however, that any
44 compensation beyond bona fide expenses received for such service shall be paid to the District. Such
45 repayment shall not exceed the employee's normal pay.
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47 **Section 8.5. Leave of Absence.**
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2 **Section 8.5.1.** Upon recommendation of the immediate supervisor through administrative channels to the
3 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of
4 absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to
5 extended illness, one (1) additional year may be granted.
6

7 **Section 8.5.2.** The returning employee will be assigned to the position occupied before the leave of
8 absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific
9 period of time, during which they shall be subject to all provisions of this Agreement. It shall be the
10 responsibility of the employer to inform replacement employees of these provisions.
11

12 **Section 8.5.3.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights
13 while on leave of absence. However, vacation credits, sick leave and seniority shall not accrue while the
14 employee is on leave of absence; provided, however, that if such leave is approved for extended illness or
15 injury, seniority shall accrue.
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19 **ARTICLE IX**

20 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

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22
23 **Section 9.1.** The seniority of an employee within the bargaining unit shall be established as of the date on
24 which the employee began continuous daily employment (hereinafter "hire date") unless such seniority
25 shall be lost as hereinafter provided.
26

27 **Section 9.1.1.** The District will provide the Chapter President a seniority list upon request.
28

29 **Section 9.2.** Each new hire shall remain in a probationary status for a period of not more than sixty (60)
30 working days following the hire date. During this probationary period the District may discharge such
31 employee at its pleasure.
32

33 **Section 9.3.** Upon completion of the probationary period, the employee will be subject to all rights and
34 duties contained in this Agreement retroactive to the hire date.
35

36 **Section 9.4.** The seniority rights of an employee shall be lost for the following reasons:
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- 38 A. Resignation;
- 39 B. Discharge for justifiable cause;
- 40 C. Retirement; or
- 41 D. Change in job classification within the bargaining unit, as hereinafter provided.
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48 **Section 9.5.** Seniority rights shall not be lost for the following reasons, without limitation:

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

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

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

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

Section 9.9. The District shall publicize within the bargaining unit for five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the President of the Association and to the Association representative of the classification concerned.

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

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

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

Section 9.13. An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided that such employee is offered a position substantially equal to that held prior to layoff.

Reduction in Hours

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2 **Section 9.14 Definition:** The term reduction of hours means a loss of time of at least one-half (.5)
3 hours not due to disciplinary reasons. A reduction of hours shall not constitute a layoff.

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

7
8 Regular employees (excluding temporary employees and substitutes) whose hours are reduced more
9 than one-half (.5) hours will have first right of refusal to restoration of hours as hours become available
10 within classification and in the employee's building for a period of one (1) year following the
11 reduction of hours. Restoration of hours will be based on the employees hire date though job
12 requirements as outlined in 9.7 may also be considered. An employee will forfeit rights to reinstate
13 hours if they do not respond to the first offer of hours within five (5) work days. Additional hours
14 under this section shall not include the posting of a new or vacant position. This section does not
15 apply to time reduction resulting from route changes in the transportation department.

16
17
18 **ARTICLE X**

19
20 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

21
22 **Section 10.1.** The District shall have the right to discipline or discharge an employee for justifiable cause.
23 The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter
24 provided.

25
26 **Section 10.2.** Except in extraordinary cases, the District will give employees two (2) weeks notice of
27 intention to discharge.

28
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31 **ARTICLE XI**

32
33 **INSURANCE AND RETIREMENT**

34
35 **Section 11.1. Premium Entitlement.** The District shall pay the maximum amount specified in
36 Section 11.1.2 herein for District approved insurance plans for each employee. Maximum premium
37 amounts shall be subject to the proration as specified in Section 11.1.3 herein. Employees who work less
38 than four (4) hours per day are not eligible for the insurance benefits specified herein.

39
40 **Section 11.1.1. Duration Of Premium Payment.** Premium payments shall be for twelve (12) months
41 per year.

42
43 **Section 11.1.2. Maximum Premium Amount.** The maximum premium amount shall mean the full state
44 funded amount, less forty (40) percent of the health care authority carveout. In the event that any increases
45 are offered to any represented group, such increases shall be passed on to all PSE members.

46
47
48 **Section 11.1.3. Proration Of Maximum Premium Amount.** Employees who are less than full-time

1 employees shall be entitled to receive insurance benefits in the same ratio as the part-time service bears to
2 full-time service (FTE). For insurance purposes only effective September 1, 1985, full-time service and
3 full-time employees shall be defined as any employee working more than 1,440 hours of annual
4 employment provided State funding of basic education and transportation includes health benefits
5 allotment based on an FTE defined as 1,440 hours or more.

6
7 **Section 11.1.4. Insurance Premium Pool.** The amount of revenue available to the bargaining unit as
8 specified in Section 11.1.3 herein shall comprise the premium pool. It is understood that the FTE count is
9 frozen at the S-277 FTE's in the bargaining unit for the purpose of generating the pool. Upon closing of
10 insurance plan enrollment periods, the District shall compare the bargaining unit insurance premium usage
11 to the size of the premium pool. Such comparison information is to be provided to the Association. If the
12 pool exceeds the usage, the excess shall be divided among employees whose insurance enrollments cause
13 payroll deductions, with said division to be equally apportioned among such employees until enrollments
14 are fully paid or the excess pool is depleted. It is understood that the insurance pool will only be
15 recalculated if the insurance carriers increase insurance premiums. It is further understood that except for
16 the addition of new dependents, enrollments for dependents shall close on the expiration date of the open
17 enrollment period in September.

18
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
26 **Section 11.2.** The District shall provide indemnity coverage for all employees subject to this Agreement.

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

30 31 32 33 **ARTICLE XII**

34 35 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

36
37 **Section 12.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement is a
38 member of the Association in good standing shall, as a condition of employment, maintain membership in
39 the Association in good standing during the period of this Agreement. Provided, however, that no
40 employee who is not a member in good standing in the Association prior to September 1, 1993, shall ever
41 be required to become a member of the Association.

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48 **Section 12.2.** All employees subject to this Agreement who are hired at a time subsequent to the effective
2009-2011 Collective Bargaining Agreement
PSE of Meridian/Meridian School District

1 date of this Agreement, shall, as a condition of employment, become members in good standing of this
2 Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the
3 hire date, whichever is applicable. Such employees shall then maintain membership in the Association in
4 good standing during the period of this Agreement.

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

13
14 **Section 12.3.** Any employee who refuses to become a member of the Association in good standing shall,
15 at the option of the Association, be immediately discharged from employment with the District.

16
17 **Section 12.4.** The District will notify the Association of all new hires within ten (10) working days of hire.
18 At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

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

27
28 **Section 12.6. Checkoff.** The District shall deduct PSE dues from the pay of any employee who
29 authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such
30 funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

31 32 33 34 **ARTICLE XIII**

35 36 **GRIEVANCE PROCEDURE**

37
38 **Section 13.1.** An employee grievance is a claim or dispute by an employee concerning the application or
39 interpretation of the terms of this Agreement.

40 41 **Section 13.2. Grievance Steps.**

42
43 **Section 13.2.1. Step One.** Employees shall first discuss the grievance with their immediate supervisor. If
44 employees so wish, they may be accompanied by an Association representative at such discussions. All
45 grievances not brought to the immediate supervisor in accordance with the preceding sentence within
46 thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.

47
48 **Section 13.2.2. Step Two.** If the grievance is not resolved to the employee's satisfaction in accordance

1 with Step One, the employee shall reduce to writing a statement of the grievance, within ten (10) working
2 days of the discussion, containing the following:

- 3
- 4 A. The facts on which the grievance is based;
- 5 B. A reference to the provisions in this Agreement which have been allegedly violated; and
- 6 C. The remedy sought.
- 7

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

14
15 **Section 13.2.3. Step Three.** If no settlement has been reached within the ten (10) days referred to in Step
16 Two, and the Association believes the grievance to be valid, a written statement of grievance shall be
17 submitted within fifteen (15) working days to the District Superintendent or the Superintendent's designee.
18 After such submission, the parties will have ten (10) working days from submission of the written
19 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an
20 agreeable disposition is made, all parties to the grievance shall sign it. If employees so wish, they may be
21 accompanied by an Association representative at such discussions.

22
23 **Section 13.2.4. Step Four.** If no settlement has been reached within the ten (10) workings days referred
24 to in Step Three, the Association may, within ten (10) working days after receipt of the District's Step
25 Three response, submit the grievance to binding arbitration. Such submission shall be by written notice to
26 the Superintendent or his/her designee.

27
28 **Section 13.2.5. Selection of an Arbiter - Agreement.** In regard to each case submitted to arbitration, the
29 parties will attempt to agree on an arbiter to hear and decide the particular case. If the parties are unable to
30 agree to an arbiter within ten (10) working days after submission of the written request for arbitration, the
31 provisions of Section 13.2.6 shall apply to the selection of arbiter.

32
33 **Section 13.2.6. Selection of an Arbiter-AAA.** In the event an arbitrator is not selected pursuant to the
34 provisions of Section 13.2.5, the parties shall jointly request the American Arbitration Association to
35 submit a panel of seven (7) arbiters. When the panel of seven (7) arbiters is received, the parties, in turn,
36 shall have the right to strike a name from the panel until only one (1) name remains. The remaining person
37 shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

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48 **Section 13.2.7. Arbitration-Rules of Procedure.** Arbitration proceedings shall be in accordance with
2009-2011 Collective Bargaining Agreement
PSE of Meridian/Meridian School District

1 the following guidelines:
2

- 3 A. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall render a
4 decision in writing within thirty (30) days of the close of the hearing, or if written briefs are
5 submitted, then from the date of transmitting the brief to the arbiter.
6
- 7 B. The arbiter's jurisdiction shall be limited to the issues(s) specified in the written grievance as
8 submitted at Step One. The arbiter shall have no authority to alter this agreement in whole or in
9 part.
10
- 11 C. The arbiter's decision shall be final and binding on both parties.
12
- 13 D. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to
14 receive any information after the hearing except when there is mutual agreement of the parties.
15
- 16 E. Each party shall pay any compensation and expenses relating to its own witnesses or
17 representatives.
18
- 19 F. The cost for the services of the arbiter, including per diem expenses, if any, and his/her travel and
20 subsistence expenses and costs of any hearing room, will be shared equally by the District and the
21 Association. All other costs will be borne by the party incurring them.
22
- 23 G. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the
24 other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

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

32 **TRANSFER OF PREVIOUS EXPERIENCE**

34 **Section 14.1.** When any employee leaves a school district within the State and commences employment
35 with this District, the employee shall retain the same leave benefits and other benefits that the employee
36 had in the previous position. Seniority rights are not transferrable in any manner. Longevity shall be fully
37 transferable and is considered an "other benefit".
38

39 **Section 14.1.1.** If this District has a different system for computing leave benefits and other benefits, then
40 the employee shall be granted the same leave benefits and other benefits as an employee in this District
41 who has similar occupational status and total years of service.
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ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1. 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 15.2. 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. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date. Retroactive pay shall be paid on the first regular payday following the date of execution, if possible, and in any case no later than the second regular payday. There shall be six (6) pay steps. Each step shall be for a duration of five (5) years.

Section 15.3. For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour.

Section 15.4. 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 15.5. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

Section 15.6. Should the legislature authorize and fund a future salary or insurance increase, the District will pass through the additional funds after consultation/negotiation with the Association.

Section 15.7. It is recognized that employees shall receive their salary and insurance benefits on a twelve (12) month basis. It is also understood that holiday and vacation pay for school year employees shall be prorated over a twelve (12) month basis. All employees hired between the beginning of the school year and February 15th shall have their annual salary step date on February 15th upon the completion of at least one calendar year of employment. All employees hired between February 15th and the beginning of the following school year shall have their annual step date on September 1st upon completion of at least one calendar year of employment.

Bus drivers shall receive compensation for extra trips (extra trips as defined in Section 6.7.3) and regular daily extra time the month after they are reported, except for extra trips driven before the designated cutoff date for the pay period, which shall be paid in that month. The district shall publish and distribute designated pay periods for the entire bargaining unit.

ARTICLE XVI

TERM AND SEPARABILITY OF PROVISIONS

Section 16.1. The term of this Agreement shall be September 1, 2009 to August 31, 2011.

Section 16.2. All provisions of this Agreement shall be applicable to the entire term of this Agreement at the execution date.

Section 16.3. This Agreement may be reopened and modified during its term only upon mutual consent of the parties in writing; provided, however, this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 16.4. If any Article or section of this Agreement should be found invalid, the balance of this Agreement shall continue in full force and effect.

Section 16.5. Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 16.6. In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

MERIDIAN CHAPTER

MERIDIAN SCHOOL DISTRICT

BY: _____
John Picht, Chapter President

BY: _____
Tim Yeomans, Superintendent

DATE: _____

DATE: _____

SCHEDULE A
Meridian School District
Effective September 1, 2009

	EXP STEP 1*	EXP STEP 2*	EXP STEP 3*	EXP STEP 4*	EXP STEP 5*	EXP STEP 6*
	0-4 YEARS	5-9 YEARS	10-14 YEARS	15-19 YEARS	20-24 YEARS	25+

CUSTODIAL

Custodian	16.04	16.36	16.85	17.53	18.40	18.77
Custodian Day Lead	16.04	16.36	16.85	17.53	18.40	18.77
Custodian Night Lead	16.04	16.36	16.85	17.53	18.40	18.77

FOOD SERVICE

Food Service Worker	12.52	12.77	13.15	13.68	14.36	14.65
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TRANSPORTATION

Regular Driver	16.18	16.51	17.01	17.69	18.57	18.94
Asst. Mechanic	17.74	18.10	18.64	19.39	20.36	20.77
Driver Trainer/Dispatch	17.90	18.26	18.81	19.56	20.54	20.95
Bus Monitor	12.47	12.72	13.10	13.63	14.31	14.59

MAINTENANCE

Maintenance	17.74	18.10	18.64	19.39	20.36	20.77
Grounds Person	16.04	16.36	16.85	17.53	18.40	18.77
Grounds Helper	11.70	11.93	12.29	12.78	13.42	13.69

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%

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LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF MERIDIAN AND THE MERIDIAN SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVI, SECTION 16.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The current Food Service Worker and Delivery Person will maintain her current salary and will still receive additional cost of living adjustments authorized by the State. Upon separation from District employment, this agreement will end.

This Letter of Agreement shall be retroactive to September 1, 2001, shall remain in effect until said personnel separates from employment and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF MERIDIAN

MERIDIAN SCHOOL DISTRICT

BY: _____
John Picht, Chapter President

BY: _____
Tim Yeomans, Superintendent

DATE: _____

DATE: _____