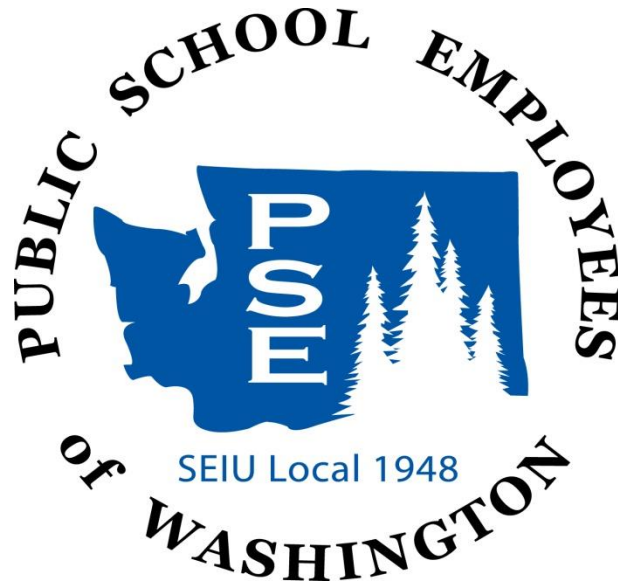


COLLECTIVE BARGAINING AGREEMENT BETWEEN
MERIDIAN SCHOOL DISTRICT #505
AND
**PUBLIC SCHOOL EMPLOYEES OF
MERIDIAN SCHOOL DISTRICT**
SEPTEMBER 1, 2015 - AUGUST 31, 2017



Public School Employees of Washington/SEIU Local 1948
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P R E A M B L E

This Agreement is made and entered into between Meridian School District Number 505 (hereinafter "District") and Public School Employees of Meridian, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter "Association").

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

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

Section 1.2.

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

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the job classifications of Food Service, Custodial, Grounds, Maintenance, Transportation (regular Driver and Driver Trainer), and Transportation Support (including Bus Monitors and Bus Washers and Dispatch), Mechanics and Dispatch with the exception of the Transportation Supervisor (1), the Maintenance Supervisor (1) and the Food Service Supervisor (1), a total of three (3) exemptions. Substitute employees who work one hundred twenty (120) hours in a calendar year period and remain available for work the following year will be considered represented employees, pay dues accordingly and move to Step 1 on the pay scale. The sole right accruing to such employees is as follows: upon attaining the requisite number of days, such employees will be placed on the Schedule A on a prospective basis.

Section 1.4. Definition of Positions.

- A. A Regular Position is an ongoing, year to year position that is covered by all of the provisions of this Agreement. The parties understand that certain positions are funded by grants and, if the position is eliminated due to the withdrawal of funding, affected employees will be in an unassigned status until such time as they bid on and are awarded an opening position.

- B. A Temporary Position is a new position created by the District with the actual intent that the position will only last for a period of time during the school year for which it is created. Temporary positions typically are need-based and in nature will end when the need no longer exists. Such employees will be hired for the duration of the position pursuant to Article IX, Section 9.2. Wages for temporary positions will be processed using timesheets. In a student-need assignment, when student is absent without prior notification to the employee the employee will work two hours and the shift will end. If an employee is notified prior to leaving

1 their residence that the student will be absent, the employee will not be required to report to
2 work and will not be paid.

3
4 Temporary positions, unlike regular positions, terminate on or before, the end of each school
5 year. Temporary positions expected to last twenty (20) or more workdays shall be posted.

6
7 Regular employees who fill temporary positions shall continue to be subject to all provisions of
8 this agreement.

9
10 Pursuant to 6.7.6 Temporary Drivers are not eligible for extra runs.

- 11
12 C. The term Substitute Employee shall refer to those persons employed to replace regular or
13 temporary employees who are absent from their regular assignment on a day-to-day basis.
- 14
15 1. Substitute employees who are employed for one hundred twenty (120) hours per school
16 year and continue to be available for employment are included in the unit. The district
17 will notify the association monthly of substitute employees who meet the 120 hour
18 threshold.
 - 19
20 2. Substitute positions are not subject to posting if the position is expected to last twenty
21 (20) or more work days. The position will be subject to the provisions under section B
22 above (Temporary Positions).
 - 23
24 3. A bargaining unit employee, by seniority can substitute in their own classification, and
25 their vacated position will be filled by a substitute. Said employee will stay in their own
26 classification/building except for an emergency or at the employer's discretion.

- 27
28 D. The term Leave Replacement Employee shall refer to a position in which a regular driver or
29 substitute employee is temporarily hired to fill positions on Board approved leaves of absence.
30 Such employees will be hired for the duration of such leave pursuant to Article IX, Section 9.2.
31 Regular employees may fill a Leave Replacement position if it is twenty (20) workdays or
32 longer. Said employees will not be required to resign his or her current position provided,
33 however, that this provision may only be utilized by one (1) employee per request. Regular
34 employees who fill positions on Board-approved leaves of absence shall continue to be subject
35 to all provisions of this Agreement.

36
37 Regular employees filling a Leave Replacement position will establish seniority in the leave
38 replacement classification for one year beginning at the hire date in the new position.
39 Leave Replacement positions lasting longer than twenty (20) workdays shall be subject to
40 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) workdays 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.

1 **Section 3.5.**

2 Regular employees shall be formally evaluated by the end of February of each year by their supervisor
3 designated for evaluation purposes. Probationary employees shall be formally evaluated prior to the
4 end of the 60-day probationary period.

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

10 These comments will become a permanent part of the evaluation.

11
12 If an employee receives an evaluation of “Needs Improvement” or “Unsatisfactory” in any category
13 they shall be evaluated again prior to the end of the school year.

14
15 Prior to placing an employee on a plan of improvement, an evaluation of their performance will be
16 completed and reviewed with the employee. A plan of improvement will be sixty (60) workdays in
17 length and shall specifically include:

- 18 1. The area(s) of deficiency.
- 19 2. The recommended performance levels.
- 20 3. The activities necessary to reach the desired performance level.
- 21 4. A schedule of at least one follow-up evaluation during the plan of improvement. At the
22 completion of the sixty (60) work day plan of improvement, options may include:
 - 23 • discontinuation of the plan of improvement;
 - 24 • continuation of the plan of improvement for no more than another sixty (60) work
25 day period;
 - 26 • reassignment or termination of employment.

27
28 **Section 3.5.1**

29 Participation or non-participation in training may only be considered in an employee’s
30 performance evaluation if the training in question was required by the School District.

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32
33
34 **ARTICLE IV**

35
36 **RIGHTS OF THE ASSOCIATION**

37
38 **Section 4.1.**

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

41
42 **Section 4.2.**

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

1 **Section 4.3.**

2 The Union shall have the right to use school facilities and equipment at reasonable times when such
3 equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and
4 supplies incident to such use. The Union may use employee mailboxes, electronic mail, or other
5 communication services to communicate with classified employees.
6

7 **Section 4.4.**

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

13 **Section 4.5.**

14 Whenever Association representatives are mutually scheduled with District representatives to
15 participate in grievance hearings or negotiations sessions during working hours, said representatives
16 shall suffer no loss of pay.
17
18
19

20 **ARTICLE V**

21 **ASSOCIATION REPRESENTATION**
22
23

24 **Section 5.1.**

25 The Association will designate a Labor Management Committee of three (3) members who will meet
26 with the Superintendent of the District and the Superintendent's representatives on a mutually
27 agreeable basis to discuss appropriate matters. The three (3) designated members of the Association
28 participating on the Labor Management Committee will receive compensation at their regular rate of
29 pay, not to exceed one (1) hour per month, for time spent in Labor Management Committee meetings
30 provided the members are attending a meeting outside their regular shift. Members for whom this
31 additional hour would cause their hours for the week to exceed the threshold for overtime may elect to
32 take this hour as compensatory time. Members participating in monthly Labor Management
33 Committee meetings during their regular shift would not receive additional compensation.
34
35
36

37 **ARTICLE VI**

38 **HOURS OF WORK**
39
40

41 **Section 6.1.**

42 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by
43 two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
44 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
45 days of rest.
46
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48

1 **Section 6.2.**

2 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be
3 changed without prior notice to the employee of two (2) calendar weeks, except in emergencies.
4

5 **Section 6.3.**

6 The normal shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation,
7 including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is
8 practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest
9 period, both of which rest periods shall occur as near the middle of each half shift as is practicable.
10

11 **Section 6.4.**

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

16 **Section 6.5.**

17 Employees requested to work a shift regularly filled by a higher classification employee shall receive
18 compensation equal to that normally received by the employee in the higher classification.
19

20 **Section 6.6.**

21 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
22 District will try to notify any employee who is not to work prior to the employee's departure for work.
23 Employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of
24 such a closure; provided, however, no employee shall be entitled to any such compensation in the
25 event of actual notification by the District that they are not to work prior to leaving home for work.
26

27 **Section 6.7.**

28 Recognizing that personnel in the transportation classification present special shift and compensation
29 problems, the parties agree to the following definitions and distinctions.
30

31 **Section 6.7.1. Shift.**

32 Shift shall be established in the transportation classification in relation to routes and driving
33 times, requisite to fulfilling tasks as assigned by the Supervisor of Transportation; provided that
34 daily bus cleanup and bus pre-trip/post-trip shall be performed by members of the
35 transportation classification. Drivers shall receive fifteen (15) minutes for pre-trip and fifteen
36 (15) minutes for post-trip time inspection of the assigned vehicle. For the purpose of
37 calculating daily hours drivers shall be paid on the nearest quarter hour of their total hours (See
38 Section 15.3).
39

40 **Section 6.7.1.1.**

41 In the event of emergency road restrictions causing some regular runs to be cancelled,
42 the remaining runs for that day shall be assigned as follows: daily layoffs shall be
43 rotated starting at the bottom of the seniority roster (i.e., if one run was cancelled, the
44 person at the bottom of the seniority list would not drive on the first day, the person
45 second from the bottom would not drive on the second day, etc.).
46
47
48

1 **Section 6.7.1.2.**

2 A driver who reports to work and whose route is subsequently cancelled, or whose route
3 is reduced in time for the day, shall receive two (2) hours compensation.
4

5 **Section 6.7.2. Regular Runs.**

6 Regular runs (including Kindergarten, Mid-day and Shuttle runs) shall be defined as those
7 regularly daily scheduled runs pursuant to Section 6.7.1 above, and shall be compensated
8 pursuant to Schedule A. Drivers shall receive a minimum of two (2) hours compensation for
9 all daily shift runs. All positions under two (2) hours now will be honored two (2) hours AM
10 and two (2) hours PM effective September 1, 2007. Any non-driving time will be worked upon
11 direction of the supervisor.
12

13 **Section 6.7.2.1.**

14 Vacancies in regularly scheduled Kindergarten, Mid-day and Shuttle runs shall be filled
15 first by regular drivers on a seniority basis.
16

17 **Section 6.7.3. Extra Runs.**

18 Extra runs and shuttle runs between in-district schools shall be defined as all trips other than
19 regularly daily scheduled runs pursuant to Sections 6.7.1 and 6.7.2. Shuttle runs will be
20 assigned on the basis of seniority for those drivers who are determined by the District to be
21 available to add a shuttle run to the end or before a regularly daily scheduled run. Shuttle runs
22 shall be added time to regular runs and are not subject to a minimum of two hours of
23 compensation as defined in Section 6.7.2.
24

25 **Section 6.7.4. Extra Run Compensation.**

26 Extra runs shall be compensated at the driver's base hourly rate for the entire hours of the trip
27 assigned to them. All drivers shall receive five (5) minutes' time for loading and emergency
28 drill review and an extra fifteen (15) minutes' travel time for all extra trips to Meridian Middle
29 School, Irene Reither Primary School, and Ten Mile Elementary School.
30

31 **Section 6.7.4.1. Overnight Trips.**

32 Overnight trips shall be compensated as follows: The day of departure and the day of
33 return drivers shall be paid pre-trip to post-trip. On additional days drivers shall receive
34 eight (8) hours of pay or payment actual time worked, whichever is greater.
35

36 **Section 6.7.5. Other Transportation Classification Compensations.**

37 Any driving time over forty (40) hours per week shall be compensated at one and one-half (1½)
38 the regular rate. If there are thirty (30) minutes or less between assignments, the base hourly
39 rate shall continue uninterrupted. Drivers shall receive a minimum of one-half (½) hour pay for
40 each Drivers' Staff Meeting. Drivers shall receive a minimum of two (2) hours pay for each
41 duty call. A duty call is defined as any work other than the normal work shift and workday,
42 noncontiguous with the normal work shift or workday.
43

44 **Section 6.7.6. Assignment of Extra Runs - General.**

45 All extra bus runs transporting more than nine (9) District students to any activity shall be
46 offered to bus drivers within the bargaining unit on a rotating seniority basis. Extra runs with 9
47 or fewer students may be driven by a District approved Type 2 qualified employee. Vans or
48 SUV-type vehicles may be used to transport up to eighteen (18) District students. For extra runs

1 with ten to eighteen (10-18) students, two vans or SUV-type vehicles will be used. One vehicle
2 may be driven by a District approved Type 2 qualified employee. The second vehicle shall be
3 offered to a bus driver within the bargaining unit on a rotating seniority basis. If no bargaining
4 unit drivers are available, substitute drivers or District approved Type 2 qualified employees
5 may drive the second vehicle. A school bus will be required for transportation of nineteen (19)
6 or more students.

7
8 The following extra bus runs are excepted from this section:

- 9
10 1. Senior class graduation trip; (This trip is defined as occurring on the night of the MHS
11 graduation ceremony.)
12 2. A non-league out of county athletic trip when ASB and/or a Booster Club charters a
13 bus; Non-league is defined as athletic teams outside of the Northwest Conference of
14 WIAA. (The Northwest Conference currently includes: Meridian, Mount Baker,
15 Nooksack Valley, Lynden Christian, Squalicum, Sehome, Bellingham, Lynden, Sedro-
16 Woolley, Burlington-Edison, Blaine, Anacortes and Ferndale). Limited to four (4) trips
17 per year.
18 3. Cross country practices; so long the current coach holds the position.
19 4. Ski trips—It is understood that if a bus returns in an unsatisfactory condition, the
20 district will insure that a regular driver will be provided adequate time to clean/repair
21 the vehicle, with supervisor approval.
22

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

- 26
27 a. Trips will be posted by 1:30pm every Wednesday and awarded after 7:00am on each Friday or
28 earlier once it is determined that all trip drivers have completed sign-up; no sign-ups to the trip
29 list will be made after 7:00am Friday. Drivers are responsible to review their awarded trips and
30 decline any trip(s) they don't desire by Friday noon. Late trips will be posted as they are
31 received and will be assigned after all drivers have been given the chance to review them.
32
33 b. Bus drivers need to give a three (3) working day notice if they need to turn a trip down.
34 Exceptions will be made for late trips.
35
36 c. If a bus driver declines a trip after accepting said trip within forty-eight (48) hours of departure
37 time (except in an emergency as defined in C.B.A. Sections 8.2 and 8.3) the driver will be
38 taken off the trip assignment board for thirty (30) calendar days.
39
40 d. Trips will be listed on the sign-up sheet in the order they are received in the system, however
41 overnight trips will be listed first on the sign-up sheet without regard to sequence.
42
43 e. When trips are awarded the driver will receive a "trip ticket". Should the trip be declined by the
44 assigned driver the "trip ticket" will have the appropriate section filled out, be signed and
45 returned. The trip will now be reposted to the end of the current week's trip list and made
46 available to the next driver in the seniority rotation.
47
48 f. Cancelled trips will be marked as such, notification given, and the assigned driver will
49 relinquish the trip. Changed, postponed and cancelled trips that are rescheduled within the same
50 work week (Sunday through Saturday) will remain on the trip list as assigned, be re-dated

1 and/or changed as required but will remain in the original trip list position. If the assigned
2 driver has another conflicting trip for this new day or does not desire the trip, it will be reposted
3 as a declined trip per section (e) above. If a regularly awarded, re-dated or changed trip is
4 assigned within 48 hours of its departure time the assigned driver may return it to be reposted
5 and not suffer the consequences of section (c) above. Changed, postponed and cancelled trips
6 that are not rescheduled within the same work week will be posted as new trips when they
7 occur.

- 8
- 9 g. Trip drivers not in an overtime situation will be given rotation priority over drivers who are in
10 overtime or will be in overtime based on the listed specifics of the trip to be awarded. If all
11 drivers signed up for a specific trip are, or will be in overtime, based on the trip specifics, the
12 trip will be awarded to the driver in the original regular rotation. When a driver signs up for a
13 trip that will put him/her in overtime and they desire to be awarded the trip only if the overtime
14 will apply they should sign up "Yes OT". If you sign up "yes" but it is determined by the office
15 that the trip will put you in overtime they will mark "OT" following your "yes" and the process
16 will continue. If you sign up and are awarded multiple trips or your weekly hours are such that
17 an awarded trip will put you in overtime you have the option of choosing to "decline" the trip
18 with the "trip ticket" marked and signed, "Yes OT", the trip will be reposted, your "OT" request
19 marked on the new posting and the rest of this section (g) will apply. A driver also has the
20 option of reducing weekly hours to 40 or less by returning one or more of any multiple trips or
21 by giving up some "extra time" (as opposed to regular contracted hours) dependent on
22 individual driver situations. Drivers shall document their intention to give up "extra time" on
23 the sign-up sheet to avoid having the office mark "OT" for you. If overtime is authorized this
24 section (g) is to be considered not applicable.

25

26 **Section 6.7.7.**

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

29

30 **Section 6.7.8. Drug Testing.**

31 All procedures pertaining to drug testing are provided in the Meridian School Board Policy No.
32 5202: Federal Highway Administration Mandated Drug and Alcohol Testing Program.

33

34 **Section 6.7.9. Publishing Routes/Bidding.**

35 The Transportation Director shall publish as early in the school year as practicable. The first
36 bid for midday and regular routes based on routing software and actual time with driver input
37 shall occur on or before in-service day. The second bid will take place in January before the
38 beginning of second (2nd) semester. The District plan shall include the following minimum
39 information; route/routes to be driven, assignments regarding pickup and delivery, and driving
40 time(s). Adjustment to payroll for the new bidding of routes will begin in the February payroll.

41

42 **Section 6.7.10. Digital Video Cameras.**

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

1 All recordings will be appropriately labeled and stored in a secure location. The employee may
2 view the recordings at a set time and a designated location. Upon reviewing the recording(s),
3 the employee may be requested to develop a plan of improvement and/or discuss with an
4 administrator or supervisor their conclusions. No document or note will appear in the staff
5 personnel file as a result.
6

7 **Section 6.7.11. Transfinder.**

8 The use of Transfinder is utilized by the Meridian School District to assist with route
9 information, emergency response management and operational data. Transfinder data will be
10 used as the primary basis for route or payroll purposes. Discrepancies in length of route or time
11 the parties agree to meet and discuss said concerns. Transfinder data will not be used for the
12 primary purpose of employee supervision/discipline except as part of an investigation into
13 allegations of safety infractions or misconduct.
14

15 **Section 6.8.**

16 Food Service employees shall report to work at least one (1) working day prior to beginning of the
17 school year.
18

19 **Section 6.8.1. Shift.**

20 Food service workers shall receive five (5) minutes per shift for hand washing before and after their
21 shift, donning their apron before shift, and removing it afterward.
22

23 **Section 6.9. Overtime.**

24 All hours worked in excess of eight (8) hours per day, or forty (40) hours in one week, shall be
25 compensated at the rate of one and one-half (1½) times the employee's base pay. All extra assigned
26 work on Saturday shall be compensated at one and one-half (1-1/2) times the employee's base pay. All
27 extra assigned work on Sunday shall be compensated at two (2) times the employee's base pay. The
28 overtime pay for hours in excess of 8 hours per day will not apply from the day after the last day of
29 school in the spring to the day before the first day of school in the fall. This shall only be applicable to
30 the Custodial, Maintenance and Grounds classifications.
31

32 **Section 6.9.1.**

33 Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th)
34 consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.
35

36 **Section 6.10. Four (4) Day Workweek. Custodial and Maintenance.**

37 The parties mutually agree to the four (4) day workweek, during the summertime, for the duration of
38 this Agreement.
39

40 **Section 6.11.**

41 All additional activities requiring a custodian shall be rotated by seniority in the order that these events
42 occur (i.e. the first event goes to the most senior, second event to the next senior and so on). Rotations
43 will be confined to the custodians where the activity takes place unless there is no custodian available
44 in which case it can be opened up to the custodians at other buildings. Custodians who turn down
45 extra work shall not be eligible until their name comes up again on the seniority list.
46
47
48

1 **Section 6.12. Flex Time.**

2 An employee may request “flex time(s),” which means trading time(s) in one’s schedule. Such trades
3 must occur within the same work week and be pre-approved by the department supervisor. Flex Time
4 does not include the trading of hours between employees. Flexed hours shall not be paid as overtime
5 and cannot generate the need for the District to hire a substitute. The employee and the supervisor shall
6 determine the resolution of the request, providing for minimal program interruption. Flex time hours
7 are monitored by the department supervisor and not entered on a time sheet.

8
9 **6.12.1. Flex Time Due to Extended Work Year**

10 During years in which the calendar includes 261 or 262 working days, year-round employees
11 (employees contracted for 260 work days) may use the extra days as flex days. These days may
12 be used only on non-student days, and must incur no additional cost to the school district.

13 Usage of this time must comply with all provisions of Section 6.12 above.
14

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17 **ARTICLE VII**

18
19 **HOLIDAYS AND VACATIONS**

20
21 **Section 7.1. Holidays.**

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

- | | | | | | | | |
|----|--------------------------------|----|---------------------------------------|----|----|----|----|
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | 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 | | | | |

31 **Section 7.1.1.**

32 All other employees shall receive the following paid holidays:

- | | | | | | | |
|----|--------------------------------|----|-----------------------------------|----|----|----|
| 33 | 34 | 35 | 36 | 37 | 38 | 39 |
| | 1. New Year's Day | | 6. Veteran’s Day | | | |
| | 2. Martin Luther King, Jr. Day | | 7. Thanksgiving Day | | | |
| | 3. Presidents’ Day | | 8. Day after Thanksgiving Day | | | |
| | 4. Memorial Day | | 9. Christmas Day | | | |
| | 5. Labor Day | | 10. Day before or after Christmas | | | |

40 **Section 7.1.2. Unworked Holidays.**

41 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect
42 at the time the holiday occurs. Employees who are on the active payroll on the holiday and
43 have worked either their last scheduled shift preceding the holiday or their first scheduled shift
44 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such
45 unworked holiday. An exception to this requirement will occur if employees can furnish proof
46 satisfactory to the District that because of illness they were unable to work on either of such
47 shifts, and the absence previous to such holiday, by reason of such illness, has not been longer
48 than thirty (30) regular workdays.

1
2 **Section 7.1.3. Worked Holidays.**

3 Employees who are required to work on the above described holidays shall be compensated at
4 twice their base rate for all hours worked on such holidays.
5

6 **Section 7.1.4.**

7 If a holiday falls on either Saturday or Sunday and is not observed on the preceding Friday or
8 the succeeding Monday, the employee shall be granted one (1) additional day of paid vacation.
9

10 **Section 7.2. Vacations.**

11 All employees subject to this agreement shall be credited with days of vacation credit on the
12 employee's regular daily hours worked during the period September 1 to August 31. Such vacation
13 credit shall be earned, vested, and used as designated in this Article. Vacation shall be earned as
14 indicated below upon completion of the years listed:
15

	Full Time Employees	School Year Employees	
16			
17			
18			
19	1 st Year	10 Days	7 Days
20	2 nd Year	11 Days	7 Days
21	3 rd Year	12 Days	8 Days
22	4 th Year	13 Days	9 Days
23	5 th Year	14 Days	10 Days
24	6 th Year	15 Days	10 Days
25	7 th Year	16 Days	11Days
26	8 th Year	17 Days	12 Days
27	9 th Year	18 Days	13 Days
28	10 th Year	19 Days	13 Days
29	11 th Year	20 Days	14 Days
30	12 th + Year	20 Days	15 Days
31			

32 **Section 7.2.1.**

33 Vacation schedules shall be arranged by the Supervisor. Full-time employees may request to
34 take a portion of their accrued vacation during the period of the year that school is in session.
35 Approval of such requests shall be at the sole discretion of the Supervisor.
36

37 **Section 7.2.2.**

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

1 and Industries. A deduction shall be made from the employee's accumulated sick leave in
2 accordance with the amount paid to the employee by the District.

3
4 **Section 8.1.3. Leave Sharing.**

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

11
12 **Section 8.1.4. Family Medical Leave.**

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

21
22 The eligibility threshold for PSE employees will be nine-hundred fifty (950) hours worked in
23 the preceding twelve (12) month period rather than one thousand two-hundred fifty (1250)
24 hours worked as noted in FMLA regulations. All hours compensated in the previous twelve
25 months shall count towards FMLA eligibility. Employees must be employed with the Meridian
26 School District for at least 12 months prior to be eligible.

27
28 **Section 8.2. Bereavement Leave.**

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

38
39 **Section 8.3. Emergency Leave.**

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

1 **Section 8.3.1. Personal Leave.**

2 Each employee shall be allowed three (3) days of personal leave with pay per contract year. A
3 Personal Leave day may not be used to engage in other employment or commercial ventures.
4

5 If an employee does not use all personal days by the end of the contract year, they may carry
6 over up to two (2) personal days into the following year, up to a maximum of five (5) days. If
7 all days of personal leave are not used, employee shall receive full remuneration. Such
8 remuneration, if any, shall take place in July. Personal Leave will be scheduled through the
9 supervisor two (2) days in advance of taking said leave. In situations when advance notification
10 cannot be given, the supervisor shall be notified as soon as possible. No more than one (1)
11 employee per job site may utilize Personal Leave on any given day. With the exception of the
12 Transportation Department no more than two (2) employees may utilize Personal Leave on any
13 given day subject to Supervisor's approval with availability of substitutes.
14

15 **Section 8.4. Jury Duty.**

16 In the event an employee is summoned to serve as a juror, such employee shall receive normal pay for
17 required presence in court during working hours; provided, however, that any compensation beyond
18 bona fide expenses received for such service shall be paid to the District. Such repayment shall not
19 exceed the employee's normal pay.
20

21 **Section 8.5. Leave of Absence.**

22 **Section 8.5.1.**

23 Upon recommendation of the immediate supervisor through administrative channels to the
24 Superintendent, and upon approval of the Board of Directors, an employee may be granted a
25 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
26 granted due to extended illness, one (1) additional year may be granted.
27
28

29 An employee, having exhausted all leaves in Article VIII may be granted a short term leave of
30 absence without pay (not to exceed ten (10) days within a school year) without loss of the
31 district contribution towards benefits. Voluntary leaves of absence without pay over ten (10)
32 days would result in a corresponding reduction in the employee's benefit allocation from the
33 district. Leave of absences without pay not exceeding three (3) days must have be pre-approved
34 by the employee's supervisor. Leaves of absence of four (4) days or more, but not exceeding
35 ten (10) days must be pre-approved by the Superintendent or the Superintendent's designee.
36 Leaves of absence over ten (10) days not exceeding one year must be pre-approved by the
37 school Board as noted in the paragraph above.
38

39 **Section 8.5.2.**

40 The returning employee will be assigned to the position occupied before the leave of absence.
41 Employees hired to fill positions of employees on leave of absence will be hired for a specific
42 period of time, during which they shall be subject to all provisions of this Agreement. It shall
43 be the responsibility of the employer to inform replacement employees of these provisions.
44

45 **Section 8.5.3.**

46 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
47 on leave of absence. However, vacation credits, sick leave and seniority shall not accrue while

1 the employee is on leave of absence; provided, however, that if such leave is approved for
2 extended illness or injury, seniority shall accrue.

3
4 **Section 8.6.**

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

8
9
10
11 **ARTICLE IX**

12
13 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

14
15 **Section 9.1.**

16 The seniority of an employee within the bargaining unit shall be established as of the date on which the
17 employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as
18 hereinafter provided. In the event more than one employee in the same primary assignment as reflected
19 on the annually approved seniority list is awarded the same seniority date, the question of seniority
20 among those employees shall be determined within thirty (30) days of hire by draw of cards
21 (conventional fifty-two card deck, utilizing one suit, Ace to be considered the highest card).
22 Determination of seniority in like cases during previous Agreements shall be observed during this
23 Agreement and future Agreements.

24
25 **Section 9.1.1.**

26 The District will provide the Chapter President a seniority list upon request.

27
28 **Section 9.2.**

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

32
33 **Section 9.3.**

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

36
37 **Section 9.4.**

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

- 39
40 A. Resignation;
41 B. Discharge for justifiable cause;
42 C. Retirement; or
43 D. Change in job classification within the bargaining unit, as hereinafter provided.

1 **Section 9.5.**

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

- 3
- 4 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
 - 5 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
 - 6 United States; or
 - 7 C. Time spent on other authorized leaves.
- 8

9 **Section 9.6.**

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

12

13 **Section 9.7.**

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

20

21 **Section 9.8.**

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

25

26 **Section 9.9.**

27 The District shall publicize within the bargaining unit for five (5) workdays the availability of open
28 positions as soon as possible after the District is apprised of the opening. All new positions of forty-
29 five (45) minutes or more will be posted. A copy of the job posting shall be emailed to the President of
30 the Association and to the Association representative of the classification concerned.

31

32 **Section 9.10.**

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

40

41 **Section 9.11.**

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

44

45 **Section 9.12.**

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

1 **Section 9.13.**

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

5
6 **Reduction in Hours**

7
8 **Section 9.14. Definition:**

9 The term reduction of hours means a loss of time of at least one-half (.5) hours not due to disciplinary
10 reasons. A reduction of hours shall not constitute a layoff.

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

14
15 Regular employees (excluding temporary employees and substitutes) whose hours are reduced more
16 than one-half (.5) hours will have first right of refusal to restoration of hours as hours become available
17 within classification and in the employee’s building for a period of one (1) year following the
18 reduction of hours. Restoration of hours will be based on the employees hire date though job
19 requirements as outlined in 9.7 may also be considered. An employee will forfeit rights to reinstate
20 hours if they do not respond to the first offer of hours within five (5) workdays. Additional hours
21 under this section shall not include the posting of a new or vacant position. This section does not apply
22 to time reduction resulting from route changes in the transportation department.
23
24

25
26 **ARTICLE X**

27
28 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

29
30 **Section 10.1.**

31 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue
32 of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
33

34 **Section 10.2.**

35 Except in extraordinary cases, the District will give employees two (2) weeks notice of intention to
36 discharge.
37
38
39

40
41 **ARTICLE XI**

42 **INSURANCE AND RETIREMENT**

43
44 **Section 11.1. Premium Entitlement.**

45 The District shall pay the maximum amount specified in Section 11.1.2 herein for District approved
46 insurance plans for each employee. Maximum premium amounts shall be subject to the proration as
47 specified in Section 11.1.3 herein. An employee must work at least twenty (20) contract hours per
48 week (excluding hours worked in temporary positions such as driving McKinney-Vinto routes) to be

1 eligible for the insurance benefits specified herein. Employees will become eligible for benefits at the
2 time they are contracted for twenty (20) hours of work per week.

3
4 **Section 11.1.1. Duration Of Premium Payment.**

5 Premium payments shall be for twelve (12) months per year.
6

7 **Section 11.1.2. Maximum Premium Amount.**

8 The maximum premium amount shall mean the full state funded amount, less Thirty (30%)
9 percent of the health care authority carve-out for the 2013-14 school year. Beginning
10 September 1, 2014, the District shall pay the full amount of the HCA carveout.
11

12 **Section 11.1.3. Proration Of Maximum Premium Amount.**

13 Employees who are less than full-time employees shall be entitled to receive insurance benefits
14 in the same ratio as the part-time service bears to full-time service (FTE). For insurance
15 purposes only effective September 1, 1985, full-time service and full-time employees shall be
16 defined as any employee working more than 1,440 hours of annual employment provided State
17 funding of basic education and transportation includes health benefits allotment based on an
18 FTE defined as 1,440 hours or more.
19

20 **Section 11.1.4. Insurance Premium Pool.**

21 The amount of revenue available to the bargaining unit as specified in Section 11.1.3 herein
22 shall comprise the premium pool. It is understood that the FTE count is frozen at the S-277
23 FTE's in the bargaining unit for the purpose of generating the pool. Upon closing of insurance
24 plan enrollment periods, the District shall compare the bargaining unit insurance premium
25 usage to the size of the premium pool. Such comparison information is to be provided to the
26 Association. If the pool exceeds the usage, the excess shall be divided among employees whose
27 insurance enrollments cause payroll deductions, with said division to be equally apportioned
28 among such employees until enrollments are fully paid or the excess pool is depleted. It is
29 understood that the insurance pool will only be recalculated if the insurance carriers increase
30 insurance premiums. It is further understood that except for the addition of new dependents,
31 enrollments for dependents shall close on the expiration date of the open enrollment period in
32 September.
33

34 **Section 11.1.5.**

35 All bargaining unit insurance dollars shall be pooled for the purpose of paying the cost of
36 premiums of basic insurance coverage for each bargaining unit member. Basic insurance
37 coverage may include: medical, dental, vision, group term life and group long-term disability
38 insurance coverage. Only after members of the bargaining unit have received benefit of basic
39 insurance coverage, shall pool dollars be used for optional coverage which may include
40 cancer/intensive care insurance.
41

42 **Section 11.1.6.**

43 The District and Association agree to the following provisions in order to make a good faith
44 effort to comply with 2012 Washington Laws (ESSB 5940).
45

- 46 1. The District, as a member of the Whatcom County Consortium, shall ask an insurance
47 broker to procure premium quotes for health benefit plans that meet the responsible

1 contracting standards of ESSB 5940 and to document the approach for procuring such
2 quotes. The quotes to be procured and plans offered shall include:

- 3
- 4 a. at least one qualified high-deductible health plan (QHDHP) and health savings
5 account (HSA);
- 6 b. at least one health benefit plan in which the employee share of the premium cost of a
7 full-time employee, regardless of whether the employee chooses employee-only coverage
8 or coverage that includes dependents, does not exceed the premium cost paid by state
9 employees during the 2012 state employee benefits year; and
- 10 c. health plans that promote health care innovations and cost savings, and significantly
11 reduce administrative costs.

12

13 2. The quotes procured by the broker shall be reviewed and the choice of plans offered shall be
14 made using the same procedure for selecting health plans as was used in the 2012-13 school
15 year. To ensure employees selecting richer benefit plans pay the higher premium, and make
16 progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in
17 ESSB 5940, each employee included in the pooling arrangement within the CBA who elects
18 medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll
19 deduction. The minimum monthly charge shall be 1 % of premium. Such minimum monthly
20 charge shall be paid regardless of the impact of pooling. For eligible employees selecting the
21 QHDHP with a Health Savings Account (HSA), \$125.00 per month will be allocated to the
22 employee's HSA. Employees may contribute funds through payroll deduction (pre-tax) by
23 contacting the district. The current maximum annual rates are listed below.

24

25 Year	26 Employee only	27 Employees plus dependents
28 2013	29 \$3,100.00	30 \$6,250.00
31 2014	32 \$3,250.00	33 \$6,450.00

- 34
- 35 3. The parties shall abide by state laws relating to school district employee benefits and this
36 Agreement shall be construed consistent with such laws.
- 37 4. This Agreement shall be effective for the 2013-14 school year. The parties shall meet prior
38 to May 1st annually, to discuss whether to renew or amend this language for another year.
39 Should there be any leftover money in the pool, contributions will be made to individuals who
40 were not able to use the pool and/or experience a qualifying event necessitating changes in
41 insurance coverage.

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

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

45 **Section 11.2.**

46 The District shall provide indemnity coverage for all employees subject to this Agreement.
47
48

1 **Section 11.3.**

2 In determining whether an employee subject to this Agreement is eligible for participation in the
3 Washington State Public Employees' Retirement System, the District shall report all hours worked.
4
5
6

7 **ARTICLE XII**

8
9 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

10
11 **Section 12.1.**

12 Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of
13 the Association in good standing, shall, as a condition of employment, maintain membership in the
14 Association in good standing during the period of this Agreement.
15

16 **Section 12.2.**

17 All employees subject to this Agreement who are hired at a time subsequent to the effective date of this
18 Agreement, shall, as a condition of employment, become members in good standing of this
19 Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of
20 the hire date, whichever is applicable. Such employees shall then maintain membership in the
21 Association in good standing during the period of this Agreement.
22

23 **Section 12.2.1.**

24 The parties recognize that an employee should have the option of declining to participate as a
25 member in the Association, yet contribute financially to the activities of the Association in
26 representing such employee as a member of the bargaining unit. Therefore, as an alternative to,
27 and in lieu of the membership requirements of the previous sections of the Article, an employee
28 who declines membership in the Association may pay to the Association each month a service
29 charge as a contribution towards the administration of this Agreement in an amount equal to the
30 regular monthly dues. This service charge shall be collected in the same manner as monthly
31 dues.
32

33 **Section 12.3.**

34 Any employee who refuses to become a member of the Association in good standing shall, at the
35 option of the Association, be immediately discharged from employment with the District.
36

37 **Section 12.4.**

38 The District will give new employees their union card to fill out and notify the Association President
39 of all new hires twice monthly. At the time of hire, the District will inform the new hire of the terms
40 and conditions of this Article. The Association is responsible to follow up with their members to get
41 their card back in to be processed.
42

43 **Section 12.5.**

44 Nothing contained in this Agreement shall require Association membership of employees who object
45 to such membership based on bona fide religious tenets or teachings of a church or religious body of
46 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a
47 nonreligious charity or other charitable organization mutually agreed upon by the employee and the
48 Association. The employee shall furnish written proof that such payment has been made. If the

1 employee and the Association cannot agree on such matter, it shall be resolved by the Public
2 Employment Relations Commission pursuant to RCW 41.56.122.

3
4 **Section 12.6. Political Action Committee.**

5 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
6 deduct from the pay of such bargaining unit employee the amount of contribution the employee
7 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
8 check separate from the Union dues transmittal check. Section 12.7 of the Collective Bargaining
9 Agreement shall apply to these deductions. The employee may revoke the request at any time. At
10 least annually, the employee shall be notified about the right to revoke the request.

11
12 **Section 12.7. Hold Harmless.**

13 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
14 orders, and/or judgments against the District on account of any check-off of Association dues or
15 voluntary political contributions.

16
17 **Section 12.8. Check off.**

18 The District shall deduct PSE dues, service charges or voluntary political contributions from the pay of
19 any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall
20 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a
21 monthly basis.

22
23
24
25 **ARTICLE XIII**

26
27 **GRIEVANCE PROCEDURE**

28
29 **Section 13.1.**

30 An employee grievance is a claim or dispute by an employee concerning the application or
31 interpretation of the terms of this Agreement.

32
33 **Section 13.2. Grievance Steps.**

34
35 **Section 13.2.1. Step One.**

36 Employees shall first discuss the grievance with their immediate supervisor. If employees so
37 wish, they may be accompanied by an Association representative at such discussions. All
38 grievances not brought to the immediate supervisor in accordance with the preceding sentence
39 within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no
40 further processing.

41
42 **Section 13.2.2. Step Two.**

43 If the grievance is not resolved to the employee's satisfaction in accordance with Step One, the
44 employee shall reduce to writing a statement of the grievance, within ten (10) workdays of the
45 discussion, containing the following:

- 46
47 A. The facts on which the grievance is based;
48 B. A reference to the provisions in this Agreement which have been allegedly violated; and

1 C. The remedy sought.

2
3 The employee shall submit the written statement of grievance to the immediate supervisor for
4 reconsideration and shall submit a copy to the official in the administration responsible for
5 personnel. The parties will have ten (10) workdays from submission of the written statement of
6 grievance to resolve it by indicating on the statement of grievance the disposition. If an
7 agreeable disposition is made, all parties to the grievance shall sign it. If employees so wish,
8 they may be accompanied by an Association representative at such discussions.

9
10 **Section 13.2.3. Step Three.**

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

19
20 **Section 13.2.4. Step Four.**

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

25
26 **Section 13.2.5. Selection of an Arbiter - Agreement.**

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

31
32 **Section 13.2.6. Selection of an Arbiter-AAA.**

33 In the event an arbitrator is not selected pursuant to the provisions of Section 13.2.5, the parties
34 shall jointly request the American Arbitration Association to submit a panel of seven (7)
35 arbiters. When the panel of seven (7) arbiters is received, the parties, in turn, shall have the
36 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.

38
39 **Section 13.2.7. Arbitration-Rules of Procedure.**

40 Arbitration proceedings shall be in accordance with the following guidelines:

- 41
42 A. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall
43 render a decision in writing within thirty (30) days of the close of the hearing, or if
44 written briefs are submitted, then from the date of transmitting the brief to the arbiter.
- 45
46 B. The arbiter's jurisdiction shall be limited to the issues(s) specified in the written
47 grievance as submitted at Step One. The arbiter shall have no authority to alter this
48 agreement in whole or in part.

- 1 C. The arbiter's decision shall be final and binding on both parties.
- 2
- 3 D. The arbiter shall rule only on the basis of information presented in the hearing and shall
- 4 refuse to receive any information after the hearing except when there is mutual
- 5 agreement of the parties.
- 6
- 7 E. Each party shall pay any compensation and expenses relating to its own witnesses or
- 8 representatives.
- 9
- 10 F. The cost for the services of the arbiter, including per diem expenses, if any, and his/her
- 11 travel and subsistence expenses and costs of any hearing room, will be shared equally
- 12 by the District and the Association. All other costs will be borne by the party incurring
- 13 them.
- 14
- 15 G. The total cost of the stenographic record (if requested) will be paid by the party
- 16 requesting it. If the other party also requests a copy, that party will pay one-half (½) of
- 17 the stenographic cost.
- 18

19 **Section 13.2.8.**

20 The grievance or arbitration discussions shall not interfere with work duties. No reprisals of

21 any kind will be taken by the Association or District against any employee because of his/her

22 participation or non-participation in any grievance.

23

24

25

26 **ARTICLE XIV**

27 **TRANSFER OF PREVIOUS EXPERIENCE**

28

29

30 **Section 14.1.**

31 When any employee leaves a school District within the State and commences employment with this

32 District, the employee shall retain the same leave benefits and other benefits that the employee had in

33 the previous position. Seniority rights are not transferrable in any manner. Longevity shall be fully

34 transferable and is considered an "other benefit".

35

36 **Section 14.1.1.**

37 If this District has a different system for computing leave benefits and other benefits, then the

38 employee shall be granted the same leave benefits and other benefits as an employee in this

39 District 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. The District agrees to replace funds due to loss of state allocation under the following provisions:

- A. School year 2015-2016- 4% increase for all positions on schedule A
- B. School year 2016-2017-4% increase or the state Cola whichever is greater for all positions on Schedule A.

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 seven (7) pay steps. The first shall be for a duration of three (3) years, and the second step shall be for a duration of two (2) years. Each subsequent step shall be for a duration of five (5) years.

Section 15.3.

For purposes of calculating daily hours, total time worked shall be rounded to the nearest one-quarter ($\frac{1}{4}$) 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. Employees shall have their annual salary step date on the anniversary of their hire date. If the anniversary of the employee's hire date falls after the monthly payroll cutoff, the step increase shall be applied in the following month, retroactive to the anniversary date.

1 **Section 15.8. Training Fund.**

2 The District will provide a training fund in the amount of three-thousand dollars (\$3,000.00) yearly, for
3 the purpose of providing in-service training programs that are designed to improve the job skills and
4 safety of the bargaining unit. Expenses incurred for transportation and/or training course fee and
5 tuition will be paid by the School District. Approval of the School District will be based upon value of
6 the training to the District and availability of funds.

7
8 If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel
9 expenses, maintenance expenses and materials required for such attendance. Employees attending
10 voluntary training courses or seminars requested by the District will suffer no loss of regular salary, if
11 the course requires them to attend on their regular school employment time, but no salary payment will
12 be made for any time the employee would not have regularly worked. Unsuccessful completion of
13 classes or workshops will result in reimbursement to the District by said employee.

14
15 Such application must be approved by the employee’s supervisor, the PSE Chapter President(s) and
16 final approval will be granted by the Superintendent or his/her designee.

17
18 **Section 15.9. Reimbursement for CDL**

19 The District will reimburse the renewal fee for all bus drivers that hold a CDL “S” endorsement and
20 other employees who are required by the district to hold a CDL. The Meridian School District will
21 reimburse CDL and or CDL “S” drivers for the actual out of pocket cost for the physical, not to exceed
22 \$200. The District will reimburse newly trained substitute bus drivers after one year of substituting for
23 the DOT physical and CDL license. Newly trained substitute drivers must submit all original receipts
24 to the Business Office for reimbursement.

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26
27
28 **ARTICLE XVI**

29
30 **TERM AND SEPARABILITY OF PROVISIONS**

31
32 **Section 16.1.**

33 The term of this Agreement shall be September 1, 2015 to August 31, 2017.

34
35 **Section 16.2.**

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

38
39 **Section 16.3.**

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

44
45 **Section 16.4.**

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

1 **Section 16.5.**

2 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
3 State or Federal statutes or regulations promulgated pursuant thereto.
4

5 **Section 16.6.**

6 In the event either of the two (2) previous sections is determined to apply to any provision of this
7 Agreement, such provision shall be renegotiated.
8
9
10

11 **A R T I C L E X V I I**
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13 **P R O F E S S I O N A L T R A I N I N G**
14

15 **Section 17.1.**

16 Employees attending training courses required by Federal or State regulation or District policy as a
17 condition of continued employment will be paid at their regular hourly rate for all time in attendance
18 plus any fee, tuition, travel time, or transportation cost.
19

20 **Section 17.2.**

21 Employees attending training courses or seminars requested by the employer and approved by the
22 District will suffer no loss of regular salary, if the course requires them to attend on their regular
23 school employee time, expenses incurred for transportation and or/training course fees and tuition will
24 be paid by the School District. The employee will also receive their regular hourly rate during
25 instruction time.
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SIGNATURE PAGE

**PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948**

MERIDIAN CHAPTER

MERIDIAN SCHOOL DISTRICT #505

**BY: _____
Michelle Childs, Chapter Co-President**

**BY: _____
Tom Churchill, Superintendent**

**BY: _____
Mary Ann Giacoletti, Chapter Co-President**

DATE: _____

DATE: _____

SCHEDULE A
Meridian School District
September 1, 2015 – August 31, 2016

	STEP 1 1-3 Yrs	STEP 2 4-5Yrs	STEP 3 6-10 Yrs	STEP 4 11-15 Yrs	STEP 5 16-20 Yrs	STEP 6 21-25 Yrs	STEP 7 26+ Yrs
CUSTODIAL							
Custodian	\$17.35	\$17.69	\$18.40	\$19.14	\$19.90	\$20.50	\$20.91
Custodian (Night)	\$17.60	\$17.94	\$18.65	\$19.39	\$20.15	\$20.75	\$21.16
Custodian (Lead)	\$17.85	\$18.19	\$18.90	\$19.64	\$20.40	\$21.00	\$21.41
FOOD SERVICE							
Food Service Worker	\$13.54	\$13.81	\$14.36	\$14.94	\$15.54	\$16.00	\$16.32
TRANSPORTATION							
Regular Driver	\$17.50	\$17.85	\$18.57	\$19.31	\$20.08	\$20.68	\$21.10
Driver Trainer	\$19.36	\$19.75	\$20.54	\$21.36	\$22.22	\$22.88	\$23.34
TRANSPORTATION SUPPORT							
Bus Monitor	\$13.49	\$13.76	\$14.31	\$14.88	\$15.48	\$15.94	\$16.26
Bus Washer	\$17.16	\$17.50	\$18.20	\$18.93	\$19.69	\$20.28	\$20.68
MECHANICS							
Mechanic	\$21.84	\$22.28	\$23.17	\$24.09	\$25.06	\$25.81	\$26.33
Asst Mechanic	\$19.19	\$19.57	\$20.35	\$21.17	\$22.02	\$22.68	\$23.13
DISPATCH							
Dispatch	\$19.36	\$19.75	\$20.54	\$21.36	\$22.22	\$22.88	\$23.34
MAINTENANCE							
Maintenance	\$19.19	\$19.57	\$20.35	\$21.17	\$22.02	\$22.68	\$23.13
Grounds Person	\$17.35	\$17.69	\$18.40	\$19.14	\$19.90	\$20.50	\$20.91
Grounds Helper	\$12.66	\$12.91	\$13.43	\$13.96	\$14.52	\$14.96	\$15.26

Note:

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

Note;

Excel rounded from 1st decimal
 actual cent amounts may vary.