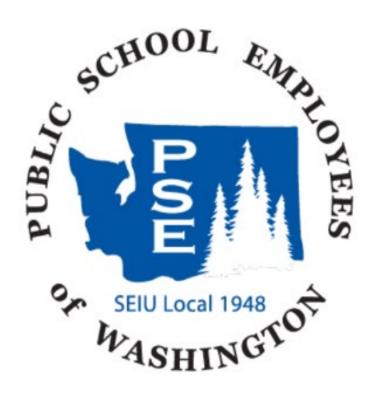
COLLECTIVE BARGAINING AGREEMENT BETWEEN

MERIDIAN SCHOOL DISTRICT #505

AND

PUBLIC SCHOOL EMPLOYEES OF MERIDIAN EDUCATIONAL SUPPORT PROFESSIONALS #816

SEPTEMBER 1, 2021 - AUGUST 31, 2024



Public School Employees of Washington / SEIU Local 1948

PO Box 798 Auburn, Washington 98071 866.820.5652 www.pseclassified.org

TABLE OF CONTENTS

			Page	
PREAMBLE				
	ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	1	
	ARTICLE II	RIGHTS OF THE EMPLOYER	4	
	ARTICLE III	RIGHTS OF EMPLOYEES	5	
	ARTICLE IV	RIGHTS OF THE ASSOCIATION	9	
	ARTICLE V	ASSOCIATION REPRESENTATION	11	
	ARTICLE VI	HOURS OF WORK	12	
	ARTICLE VII	HOLIDAYS AND VACATIONS	22	
	ARTICLE VIII	LEAVES	25	
	ARTICLE IX	PROBATION, SENIORITY AND LAYOFF PROCEDURES	30	
	ARTICLE X	DISCIPLINE AND DISCHARGE	34	
	ARTICLE XI	INSURANCE AND RETIREMENT	35	
	ARTICLE XII	ASSOCIATION MEMBERSHIP AND CHECKOFF	37	
	ARTICLE XIII	GRIEVANCE PROCEDURE	38	
	ARTICLE XIV	TRANSFER OF PREVIOUS EXPERIENCE	42	
	ARTICLE XV	SALARIES AND EMPLOYEE COMPENSATION	44	
	ARTICLE XVI	TERM AND SEPARABILITY OF PROVISIONS	45	
	ARTICLE XVII	PROFESSIONAL TRAINING	50	
SIGNATURE PAGE				
SCHEDULE A				

ATTACHMENT A - Classified Performance Appraisal Form

PREAMBLE					
This Agreement is made and entered into between Meridian School District #505 hereinafter "District") and Meridian Education Support Professionals Chapter #816, 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:					
ARTICLE 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 Custodial, Food Service, Librarians, Maintenance, Mechanics, Medical Support, Paraeducators, Professional-Technical, Secretaries, Student Monitors, Technology, Transportation, Transportation Specialist, Transportation Support, and Volunteer Coordinator.					
The following positions are exempted from the bargaining unit: Director of Business and Finance (1), Director of Maintenance and Operations (1), Director of Technology (1), Director of Transportation (1), Executive Assistant to the Superintendent/Substitute Coordinator (1), Food and Nutrition Director (1), Human Resources Coordinator (1), Payroll and Benefits Specialist (2), Special Programs Assistant (1) and Technology Network Systems Administrator (1), for a total of eleven (11) exemptions.					
Substitute employees who work one hundred twenty (120) hours in a school year shall be considered represented employees and may pay dues accordingly. Employees who meet the hourly threshold and remain available for work the following school year shall continue to be represented employees. The					



sole right accruing to such employees is placement at Step 1 of Schedule A.

34 35

36 37 38

39

Section 1.4. Definition of Positions.

- A. A <u>Regular Position</u> is an ongoing, year to year position that is covered by all of the provisions of this Agreement. The parties understand that certain positions are funded by grants and, if the position is eliminated due to the withdrawal of funding, affected employees will be in an unassigned status until such time as they bid on and are awarded an open position.
 - 1. Per Article IX, Section 9.2, each new hire shall remain in a probationary status for a period of not more than sixty (60) working days following the hire date. During this probationary period, the District may discharge such employee at its discretion.
- B. A Temporary Position is a 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.
 - 1. In a Student Specific Temporary assignment, when the student is absent without prior notification to the employee the employee will work two (2) hours and the shift will end. If an employee is notified prior to leaving their residence that the student will be absent, the employee will not be required to report to work and will not be paid.
 - 2. Temporary Positions, unlike Regular Positions, terminate on or before, the end of each school year. Temporary Positions expected to last twenty (20) or more workdays, or that have exceeded twenty (20) work days unexpectedly, shall be posted.
 - 3. Regular employees who fill Temporary Positions shall continue to be subject to all provisions of this agreement.
 - 4. Temporary employees who are not Regular employees are subject to all provisions of this Agreement except Article IX where it applies to layoff.
 - 5. Per Article VI, Section 6.12.4.4. Temporary Drivers are not eligible for extra runs unless all Regular Drivers have turned down the opportunity.
 - 6. Per Article IX, Section 9.2, each new hire shall remain in a probationary status for a period of not more than sixty (60) working days following the hire date. During this probationary period, the District may discharge such employee at its discretion.



- C. The term <u>Leave Replacement Position</u> shall refer to a position posted to fill the absence of a Regular or Temporary employee on leaves of absence approved by the Board of Directors. Such positions will be posted for the duration of such leave.
 - 1. Leave Replacement Positions, unlike Regular Positions, terminate on or before the end of the Leave of Absence approved by the Board of Directors. Leave Replacement Positions lasting twenty (20) or more workdays, or that have exceeded twenty (20) work days unexpectedly, shall be posted.
 - 2. Regular employees who fill Leave Replacement Positions shall continue to be subject to all provisions of this agreement.
 - 3. Leave Replacement employees who are not Regular employees are subject to all provisions of this Agreement except Article IX where it applies to layoff.
 - 4. Per Article VI, Section 6.12.4.4. of this Agreement, Leave Replacement Drivers are not eligible for extra runs unless all Regular Drivers have turned down the opportunity.
 - 5. Per Article IX, Section 9.2, each new hire shall remain in a probationary status for a period of not more than sixty (60) working days following the hire date. During this probationary period, the District may discharge such employee at its discretion.
- D. The term <u>Substitute Position</u> shall refer to a position available to fill the day-to-day absence of Regular, Temporary, or Leave Replacement employees who are absent from their regular assignment. Substitute positions are managed through the Substitute Coordinator in partnership with Building Principals and Department Directors. The District currently utilizes the ReadySub system.
 - 1. Substitute positions are not subject to posting. If the position is expected to last twenty (20) or more work days, or that exceeds twenty (20) work days unexpectedly, the position will be subject to the provisions under Section 1.4 B or C.
 - 2. A bargaining unit employee, by seniority can substitute in their own classification, and their vacated position will be filled by a substitute. Said employee will stay in their own classification/building except for an emergency or at the employer's discretion.
 - 3. Except as provided in Section 6.3, substitute employees will be paid at Step 1 of the Schedule A.
 - 4. Per Article VI, Section 6.7.4.4. of this Agreement, substitute drivers are not eligible for extra runs unless all regular drivers have turned down the opportunity.



ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

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

Section 2.2.

The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.



1	ARTICLE III
2	
3	RIGHTS OF EMPLOYEES
4	
5	Section 3.1.
6	It is agreed that the employees in the bargaining unit defined herein shall have and be protected in the
7	exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to
8 9	participation in the management of the Association, including presentation of the views of the
9	Association to the Board of Directors of the District or any other governmental body, group or
11	individual.
12	
13	Section 3.2.
14	Each employee shall have the right to bring matters of work-related concern to the attention of
15	appropriate Association representatives and/or appropriate officials of the District.
16	
17	Section 3.3.
18	Employees subject to this Agreement have the right to have Association representatives or other
19	persons present at discussions between themselves and supervisors or other representatives of the
20	District as hereinafter provided in Article XIII.
21	
22	Section 3.4.
23	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
24	handicap with respect to a position, the duties of which may be performed efficiently by an individual
25 26	without danger to the health or safety of the physically handicapped person or others.
27	without danger to the hearth of surety of the physically handleapped person of others.
28	Section 3.5.
29	District personnel files of an employee shall be open for the employee's inspection. There shall be only
30	one (1) official Personnel File for each employee. Procedures to be followed by MESP-represented
31	employees wishing to see their Personnel Files are as follows:
32	
33	During the period for which the employee is under contract, the employee may submit a written
34	request to the Superintendent, or their designee, to review their file. An appointment for the review
35	shall be set for a mutually agreeable time within ten (10) working days of the request, and the review
36	shall be made in the presence of the administrator responsible for the safekeeping of these files.

39 40 Copies, at cost, shall be permitted. An employee may submit written comments to be attached to any material that is part of the personnel file.



Section 3.5.1.

 Each employee will be provided a copy of any disciplinary or corrective material placed in their personnel file within fifteen (15) workdays of a placement in the employee's personnel file. Performance evaluations are a permanent part of the personnel file. Upon the approval of a written request of an employee to the Superintendent or their designee, all corrective material contained in the personnel file may be removed after two (2) years if there has not been any further disciplinary action. If there has been no further disciplinary action, and none of the material pertains to verbal or physical abuse or sexual misconduct, all corrective material shall be removed in accordance with the employee's request. In accordance with RCW 28A.400.301(9), no information related to substantiated verbal or physical abuse or sexual misconduct may be removed from any employee file. No information related to unsubstantiated misconduct shall be in the employee's personnel file. Corrective material discovered in an employee's personnel file for which there is no proof of prior notice to the employee shall be immediately removed and may not be used in support of discipline.

Section 3.5.2.

Material from the employer's "working" or "Supervisory" files may not be used to support discipline if it has not been previously presented to the employee and placed in the employee's personnel file within two (2) years of the occurrence.

Section 3.6. Digital Video Cameras and GPS.

The use of video cameras on or in District operated schools and on school buses is for the purpose of reducing discipline problems and providing a safe environment for students and staff. Furthermore, video cameras are a tool to assist in monitoring students on the bus, and inside and outside school buildings, they are used to monitor and document student behavior. GPS is used to assist transportation staff with route information and emergency response management. Camera video and GPS data will not be used or reviewed randomly by supervisors as a means to monitor employee performance except as part of a response to a specific recorded complaint leading to an investigation into allegations of misconduct. If video and/or GPS data is to be reviewed by authorized District personnel for any reason, the employee involved will be notified, informed of the purpose of the review, and afforded the opportunity to view the same data. In the event the District intends to use video or GPS data as corroborative information for disciplinary purposes, the District shall provide a copy of such information to the employee and the Association President. All MESP-represented employees will be notified in writing of GPS surveillance and video camera placement. All buses will be equipped with video cameras, which will be inspected by the District Mechanic at least once per month as to verify that they are functioning and recording. The District will prioritize the use of buses with functioning cameras.

All recordings will be appropriately labeled and stored in a secure location. The employee may view the recordings specific to that employee upon the employee's request at a set time and a designated location. Upon reviewing the recording(s), the employee may be requested to develop a plan of improvement and/or discuss with an administrator or supervisor their conclusions.



Section 3.7. Evaluations.

Regular employees shall be formally evaluated by the end of February of each year by their supervisor designated for evaluation purposes. New hire employees shall be formally evaluated prior to the end of

their sixty (60) working day probationary period. All evaluations shall use the Classified Performance

Appraisal Form included as Attachment A of this Agreement.

5 6 7

8

9

10

11

4

1

All evaluations shall be discussed with the employee. A copy of the evaluation shall be made available to the employee at least twenty-four (24) hours prior to the discussion of that evaluation. A copy of the evaluation, signed by the employee and their supervisor shall be placed in the employee's personnel file. Within five (5) working days of receipt of the evaluation the employee may submit their own written comments to be attached to the evaluation. These comments will become a permanent part of the evaluation.

12 13 14

15

16

17

Section 3.7.1.

If an employee receives an evaluation of "Needs Improvement" or "Unsatisfactory" in any category, they shall be evaluated again by June 1. If the June 1 evaluation does not indicate a change from "Needs Improvement" or "Unsatisfactory", the employee will be placed on a Plan of Improvement.

18 19 20

21

22

Prior to beginning a plan of improvement, a review of the plan will be completed with the employee. A copy of the plan of improvement shall be made available to the employee at least twenty-four (24) hours prior to the review of that plan. A plan of improvement will be sixty (60) workdays in length and shall specifically include:

232425

1. The start and end date of the plan.

26

The area(s) of deficiency.
 The recommended performance levels.

2728

4. The activities necessary to reach the desired performance level.

29 30 5. A schedule of at least one follow-up evaluation during the plan of improvement

31

At the completion of the sixty (60) work day plan of improvement, options may include:

32 33

• continuation of the plan of improvement for no more than another sixty (60) work day period

3435

reassignment or termination of employment

discontinuation of the plan of improvement

3637

38

Section 3.7.2.

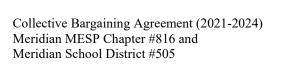
Participation or non-participation in training may only be considered in an employee's performance evaluation if the training in question was required by the School District.



Section 3.8. Job Description Review.

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

1





ARTICLE IV

3 4

RIGHTS OF THE ASSOCIATION

Section 4.1.

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

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 by providing a copy of the new employee employment offer letter to the Association President, or their designee.

141516

17

18

19

20

21

22

23

24

1

5

6

7 8

9

10

11

12

13

Section 4.3.

Representatives of the Association shall obtain the permission of the building principal, superintendent, or their designee, in order to have access to the District premises during business hours, provided however, that the building principal, superintendent, or designee, upon being requested for permission of access, shall grant permission if no hampering or obstruction results. The Association shall have the right to use equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association may use employee mail boxes, electronic mail, or other communication services to communicate with classified employees. The Association acknowledges that emails passing through a District email server are subject to disclosure under a Request for Public Records.

252627

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

Section 4.4.

An integral part of each employee's tenure with the District is an understanding of this collective bargaining agreement and the role of the Association in the employment setting. The parties agree that it is highly beneficial for all bargaining unit employees to receive a comprehensive overview. As such, at the beginning of each school year, as part of the District's orientation for new employees, each new bargaining unit employee shall be provided an opportunity to attend a paid, thirty (30) minute session at which the Association President or their designee will provide an overview of the Association and this collective bargaining agreement. The District will provide the Association President at least ten (10) days notice of any employee orientation, and within forty-eight (48) hours in advance of the orientation will provide an electronic list of invited participants. The District's representative(s) will be absent during this session. In addition, the Association shall have the right to make a thirty (30) minute presentation to new employees hired after the start of the school year at the conclusion of the District's quarterly orientation. It is understood that this presentation will be coordinated with Human Resources and that each new bargaining unit employees participating in the presentation under this Section will be paid thirty (30) minutes for their attendance. It is further understood that the Association will be responsible for securing the location for the session. The Association President or their designee will utilize Association Leave in support of these sessions and will be limited to thirty (30) minutes per session.



Section 4.5.

The District shall provide bulletin board space at work site 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 Association official posting the notice.

Section 4.6.

Whenever Association representatives are mutually scheduled with District representatives to participate in grievance hearings, disciplinary meetings, or are requested to attend a meeting in the capacity of shop steward or member representative, or negotiations sessions during working hours, said representatives shall utilize "flex time" as per Article VI, Section 6.10, or, if flex time is unavailable or if the Association representative requires a substitute, they shall utilize Association Leave and suffer no loss of pay.

Section 4.7.

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

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

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

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



ARTICLE V

1 2 3

ASSOCIATION REPRESENTATION

4 5

6

7

8

9

10

11

12

13

Section 5.1.

The Association will designate a Labor Management 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. The three (3) designated members of the Association participating on the Labor Management Committee will receive compensation at their regular rate of pay, not to exceed one (1) hour per month, for time spent in Labor Management Committee meetings provided the members are attending a meeting outside their regular shift. Members for whom this additional hour would cause their hours for the week to exceed the threshold for overtime may elect to take this hour as compensatory time. Members participating in monthly Labor Management Committee meetings during their regular shift would not receive additional compensation.

141516

17

Section 5.2.

The District will include representation from the Association from within the appropriate classification in interviews for potential hires.



ARTICLE VI

2 3

HOURS OF WORK

Section 6.1. Definitions.

A Year Round employee is defined as an employee working eight (8) hours per day, twelve (12) months per year. All other employees are defined as School Year employees.

Section 6.2. Workweek.

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

Section 6.3. Notice.

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

Section 6.4. Shift.

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

Section 6.4.1. Time for Communication and Full Performance of Duties.

Except as specified below, each shift shall provide adequate time to perform assigned duties, including retrieving and responding to all district electric correspondence or preparatory tasks related to their position. The employee and supervisor will annually confer to ensure ample time exists within the employee's schedule to attend to email communication. Each employee shall be assigned adequate space to perform duties as well as a private lockable space in which to store personal belongings.



Section 6.5. Meal and Rest Periods.

Meal and Rest periods for School Year employees will be provided in compliance with WAC 296-126-092 depending on the number of consecutive hours in their paid work shift. Meal and Rest periods shall be scheduled in collaboration with the employee's supervisor, as follows:

6 to 8 hours: One (1) thirty (30) minute non-paid uninterrupted meal period,

with two (2) fifteen (15) minute rest periods

4.25 to 5.75 hours: One (1) thirty (30) minute non-paid uninterrupted meal period,

with one (1) fifteen (15) minute rest period

3.25 to 4 hours: One (1) fifteen (15) minute rest period

* 3 hours or less: No rest period

*If employees need a short rest period during this group of shifts, due to the nature of the job responsibility, it should be worked out with the respective supervisor.

Section 6.6. Higher Classification.

Employees requested by a District administrator to work an assignment regularly filled by a higher classification employee shall receive compensation equal to their current step on Schedule A in the higher classification.

Section 6.7. Operational Closure.

In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the District will utilize the FlashAlert Emergency Communication System. It is the employee's obligation to check the FlashAlert Emergency Communication System, the area television, radio stations and online resources for information and updates on school closures. If an employee is unable, through these methods, or by direct communication with their supervisor, to determine that District schools are closed and reports to work, the employee shall receive a minimum of two (2) hours pay at base rate.

Section 6.8. Overtime.

All hours worked in excess of forty (40) hours in one week (Monday-Sunday), shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) times the employee's base pay. All extra assigned work on Saturday shall be compensated at one and one-half ($1\frac{1}{2}$) times the employee's base pay. All extra assigned work on Sunday shall be compensated at two (2) times the employee's base pay.

Section 6.8.1.

For employees in the Custodial, Maintenance, Transportation and Transportation Specialist Classifications, all hours worked in excess of eight (8) hours per day, or forty (40) hours in one week (Monday-Sunday), shall be compensated at the rate of one and one-half (1½) times the employee's base pay. All extra assigned work on Saturday shall be compensated at one and one-half (1½) times the employee's base pay. All extra assigned work on Sunday shall be compensated at two (2) times the employee's base pay. The overtime pay for hours in excess of eight (8) hours per day will not apply from the first Monday after the last student day of school in the Spring to the Monday a week prior the first student day of school in the fall.



Section 6.8.2.

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

Section 6.8.3

No overtime or extra pay will be paid to any employee except that which has been approved prior to the time worked by the Superintendent or their designee.

Section 6.9. Year Round Employee Four (4) Day Workweek.

The parties mutually agree to meet annually, prior to May 1, to discuss possible implementation of a four (4) day workweek for Year Round (two hundred sixty (260) day) employees. The final decision as to whether or not the four (4) day schedule will be implemented rests with the Superintendent. The decision of the Superintendent is binding and not subject to the grievance procedure. Should the four (4) day schedule be implemented, in shall be under the following terms:

A. Duration of the four (4) day schedule will be from the first Monday after the last student day of school in the Spring to the Monday a week prior the first student day of school in the fall.

B. The daily shift shall be ten and one-half (10½) hours per day, including a thirty (30) minute non-paid uninterrupted lunch period as near the middle of the shift as is practicable, and also including a twenty (20) minute first half and a twenty (20) minute second half rest period, both of which rest periods shall occur as near the middle of each shift as practicable, unless otherwise agreed to by the employee and supervisor. Employees working a four (4) day schedule will only be paid overtime after working forty (40) hours in a week.

Section 6.10. Flex Time.

An employee may request "flex time(s)," which means trading time(s) in one's schedule. Such trades must be pre-approved by their supervisor. Flex Time does not include the trading of hours between employees. Flexed hours shall not be paid as overtime and cannot generate the need for the District to hire a substitute. The employee and the supervisor shall determine the resolution of the request, providing for minimal program interruption. Flex time hours are monitored by the supervisor and not entered on a time sheet.

Section 6.10.1. Flex Time Due to Extended Work Year.

During years in which the calendar includes two hundred sixty one (261) or two hundred sixty two (262) working days, Year Round employees may use the extra days as flex days. These days may be used only on non-student days and must incur no additional cost to the District. Usage of this time must comply with all provisions of Section 6.9 above.

Section 6.11. Custodial.

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



6.12. Food Service Shift.

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

3 4 5

1

2

Section 6.123 Transportation.

Recognizing that personnel in the Transportation classification present special shift considerations, the parties agree to the following definitions and distinctions.

7 8 9

10

11

12

13

14

6

Section 6.13.1. Transportation Shift.

Shift shall be established in the Transportation classification in relation to routes and driving times, and other regular duties as assigned by the Transportation Director, or designee provided that daily bus cleanup and bus pre-trip/post-trip shall be performed by members of the Transportation classification. Per WAC 392-145-041, each driver shall be paid thirty (30) minutes per shift for duties associated with bus check-out, warm-up, safety pre-trip/post-trip and cleaning of the assigned vehicle as outlined in Section 6.13.5.3.

15 16 17

18

19

Drivers shall receive a minimum of two (2) hours compensation for all daily shifts. For purposes of calculating a minimum shift, the thirty (30) minutes provided for duties associated with bus check-out, warm-up, safety and cleanup shall be included as part of the two (2) hour minimum.

20 21 22

Section 6.13.2. Regular Routes.

23 24 25

26

27

A Regular Route shall be defined as those regularly daily scheduled shifts pursuant to Section 6.13.1 above, occurring during the one hundred eighty (180) day student school year and shall be compensated pursuant to Schedule A. Any non-driving time will be worked upon direction of the Director of Transportation or their designee. Regular Routes are subject to bidding per Section 6.13.7., will be considered Contracted Time, and will be used to calculate vacation credits per Article XII, Section 7.2 and leave balances per Article XIII.

28 29

Section 6.13.2.1. Mid-Day Route.

30 31 32

33

A Mid-Day Route is defined as a Regular Route which starts at or after the end of an AM shift and ends before a PM shift. Mid-Day Routes are subject to bidding per Section 6.13.7, will be considered Contracted Time, and will be used to calculate vacation credits per Article XII, Section 7.2 and leave balances per Article XIII.

34 35 36

Section 6.13.2.2. Activity Route.

37 38 39

An Activity Route is defined as a Regular Route which starts at or after the end of an PM shift. An Activity Route is subject to bidding per Section 6.13.7, will be considered Contracted Time, and will be used to calculate vacation credits per Article XII, Section 7.2 and leave balances per Article XIII.

cancelled, the remaining Regular Routes for that day shall be assigned as follows: daily

layoffs shall be rotated starting at the bottom of the seniority roster (i.e., if one Regular

Route was cancelled, the person at the bottom of the seniority list would not drive on

40 41 42

Section 6.13.2.3. Cancellation of Regular Routes.

43

44 45

46 47

48



In the event of emergency road restrictions causing some Regular Routes to be

the first day, the person second from the bottom would not drive on the second

day, etc.). Reference Section 6.7 for Operational Closure Notification procedures.

Section 6.13.3. Shuttle Runs.

A Shuttle Run shall be defined as all trips between in-district schools, other than Regular Routes pursuant to Sections 6.13.1 and 6.13.2. A Shuttle Run will be assigned on the basis of seniority for those Regular Drivers who are determined by the Transportation Director, or designee, to be available to add a Shuttle Run to the start or end of a Regular Route. A Shuttle Run will be considered Contiguous Time to Regular Routes and is not subject to a minimum of two (2) hours of compensation as defined in Section 6.13.1. Time spent driving a Shuttle Run shall be submitted by time sheet and will not be used to calculate vacation credits per Article XII, Section 7.2 and leave balances per Article XIII.

Section 6.13.3.1. Contiguous Time.

Should there be thirty (30) minutes or less between a Regular Routes and a Shuttle Run, the driver's base hourly rate shall continue uninterrupted.

Section 6.13.4. Extra Trips.

An Extra Trip shall be defined as all trips other than Regular Routes and Shuttle Runs, pursuant to Section 6.13.1., 6.13.2., and 6.13.3. Extra Trips shall be compensated at the driver's base hourly rate for the duration of the trip assigned to them. All drivers shall receive five (5) minutes' time for loading and emergency drill review and an extra fifteen (15) minutes' travel time for all extra trips to Meridian Middle School and Irene Reither Elementary. The Trip List will start with the most senior Regular Driver at the beginning of each school year. Time spent driving an Extra Trip shall be submitted by time sheet and will not be used to calculate vacation credits per Article XII, Section 7.2 and leave balances per Article XIII.

Section 6.13.4.1. Prioritization of Regular Routes.

It is understood that if an Extra Trip conflicts with either the AM or PM shift of a Regular Route and a Substitute Driver is available, the Regular Driver will have the option of driving the entire Regular Route (AM and PM) or the Extra Trip. If a Substitute Driver cannot be secured, the Regular Driver will drive the Regular Route as the priority.

Section 6.13.4.2. Group Thresholds.

Section 6.13.4.2.1. Extra Trips w/ Nineteen (19) or More District Students. All Extra Trips transporting more than nineteen (19) District students to any activity requires the use of a school bus and shall be offered to Regular Drivers per Section 6.13.4.



Section 6.13.4.2.2. Extra Trips w/ Eighteen (18) or Fewer District Students.

- 1. During the school year, all Extra Trips transporting eighteen (18) or fewer District students to any activity shall have the option to utilize two (2) vans or SUV type vehicles. At least one (1) vehicle will be driven by a Regular Driver, but the other may be driven by a District approved Type 2 qualified employee. If no Regular Driver is available, both vehicles may be driven by District approved Type 2 qualified employees.
- 2. For Extra Trips occurring after the last day of the final WIAA sanctioned tournament and prior to the first day of a WIAA sanctioned practice in a given school year, all Extra Trips transporting eighteen (18) or fewer District students to any activity shall have the option to utilize two (2) vans or SUV type vehicles. For up to three (3) trips during this period each year, both vehicles may be driven by District approved Type 2 qualified employees, provided both employees serve as a Coach or Advisor for the group being transported.

Section 6.13.4.3. Exempt Extra Trips.

The following Extra Trips are exempt from Section 6.13.4.2. and will not be offered to Regular Drivers:

- 1. Senior Class Graduation Trip: Defined as occurring on the night of the MHS graduation ceremony.
- 2. Non-League out of county athletic trip when ASB and/or Booster Club charters a bus; Non-League is defined as athletic teams outside of the Northwest Conference of WIAA. (The Northwest Conference currently includes: Anacortes, Bellingham, Blaine, Burlington-Edison, Ferndale, Lakewood, Lynden, Lynden Christian, Meridian, Mount Baker, Mount Vernon, Nooksack Valley, Oak Harbor, Sedro-Woolley, Sehome and Squalicum. Limited to four (4) trips per year.
- 3. Cross Country practices: so long as the current coach holds the position.
- 4. Winter Ride Program: It is understood that if a bus returns in an unsatisfactory condition, the District will ensure that a Regular Driver will be provided adequate time to clean/repair the vehicle, with the approval of the Transportation Director, or designee.
- 5. The annual Future Farmers of America state competition and up to three (3) other non-athletic club trips per year.
- 6. Trips submitted within one (1) hour or less of departure shall be granted to the most senior driver not currently obligated to a conflicting trip.



Section 6.13.4.4.

- a) Extra Trips will be posted by 1:30 pm every Wednesday and awarded after 8:00 am on each Friday (or the last school day of the week) or earlier once it is determined that all eligible Regular Drivers have completed sign-up; the Trip List will be removed at 8:00 am Friday (or the last school day of the week) and no further changes or sign-ups to the Trip List will be made. Eligible Regular Drivers are responsible to review their awarded extra trips and decline any extra trip(s) they are no longer able to drive by noon (12:00 pm) on Friday. Extra Trips received after 1:30 pm on Wednesday will be posted in the order they are received and will be assigned after all eligible Regular Drivers have been given the chance to review them. All Trip Lists will be made available upon request for any employee to review in the Transportation Office.
- b) If an eligible Regular Driver is absent from their Regular Route due to illness, they are ineligible for a trip immediately following their Regular Route.
- c) When Extra Trips are awarded, the eligible Regular Driver will receive a "Trip Ticket". Should the Extra Trip be declined after previously being accepted by an eligible Regular Driver, the "Trip Ticket" will have the appropriate section filled out, be signed and returned to the Director of Transportation, or their designee. The trip will then be reposted at the end of the current week's Trip List and made available to the next eligible Regular Driver in the seniority rotation.
- d) If an eligible Regular Driver accepts a trip and subsequently declines that trip within forty-eight (48) hours of departure time (except in an emergency as defined in Sections 8.2 and 8.3) the eligible Regular Driver will be taken off the trip assignment board for thirty (30) calendar days.
- e) Extra Trips will be listed on the sign-up sheet in the order they are received in the system, however Overnight Trips will be listed first on the sign-up sheet without regard to sequence.
- f) Cancelled Extra Trips will be marked as such on the Trip List, notification will be given to the eligible Regular Driver awarded the Extra Trip, and they will relinquish the trip. Changed, postponed and cancelled Extra Trips that are rescheduled within the same work week (Sunday through Saturday) will remain on the Trip List as assigned, be re-dated and/or changed as required, but will remain in the original Trip List position. If the eligible Regular Driver originally awarded the Extra Trip has another conflicting Extra Trip for this new day or is not able to accept the trip for the newly scheduled time, it will be reposted as a declined trip per section (c) above. If a regularly awarded, re-dated or changed trip is assigned within forty eight (48) hours of its departure time the assigned driver may return it to be reposted and not suffer the consequences of section (d) above. Changed, postponed and cancelled trips that are not rescheduled within the same work week (Sunday Saturday) will be posted as new trips when they occur.



38

39 40

41

42

43

44 45 g) Eligible Regular Drivers not in or approaching overtime will be given rotation priority over drivers who are in overtime or will be in overtime based on the listed specifics of the trip to be awarded. If all eligible Regular Drivers that have signed up for a specific trip are, or will be in overtime, based on the trip specifics, the trip will be awarded to the eligible Regular Driver in the original regular rotation. When an eligible Regular Driver signs up for a trip that will put them in overtime, and they desire to be awarded the trip only if the overtime will apply, they should sign up "Yes OT". If an eligible Regular Driver signs up "yes" but it is determined by the Director of Transportation, or their designee that the trip will put the driver in overtime, they will mark "OT" following "yes" and the process will continue. If an eligible Regular Driver signs up and is awarded multiple trips or their weekly hours are such that an awarded trip will put them in overtime, they have the option of choosing to "decline" the trip with the "Trip Ticket" marked and signed, "Yes OT", the trip will be reposted, "OT" request marked on the new posting and the rest of this Section will apply. An eligible Regular Driver also has the option of reducing weekly hours to forty (40) or less by returning one (1) or more of any multiple trips or by giving up some "extra time" (as opposed to regular contracted hours) dependent on individual driver situations. Eligible Regular Drivers shall document their intention to give up "extra time" on the sign-up sheet to avoid having the Director of Transportation, or their designee mark "OT" on their behalf. If overtime is authorized this Section is to be considered not applicable.

Section 6.13.4.5. Overnight Trips.

Overnight trips shall be compensated as follows:

- a. On the day of departure and the day of return, drivers shall receive compensation beginning with a fifteen (15) minute pre-trip to the end of a fifteen (15) minute post-trip.
 - b. On days between the day of departure and the day of return, drivers shall receive compensation for eight (8) hours or compensation for actual time worked, whichever is greater.
 - c. Gender-segregated lodging will be provided for drivers assigned to overnight trips.

Section 6.13.5. Other Transportation Classification Compensations.

Section 6.13.5.1. Staff Meetings.

Drivers shall receive a minimum of one-half (½) hour pay for each Transportation Department Staff Meeting.

Section 6.13.5.2. Duty Call.

Drivers shall receive a minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday.



Section 6.13.5.3. Cleaning of Assigned Vehicle.

As outlined in Section 6.13.1, time is included in a Regular Drivers shift for the cleaning of their assigned vehicle. This cleaning shall include each of the following components once per calendar month:

- a. Washing the exterior of the bus at least once (in months impacted by inclement weather, this work will be coordinated with the Transportation Director):
- b. Cleaning all the windows on the inside at least once; and
- c. Washing the interior of the bus, which includes keeping observable surfaces (seats, floors and walls) clean.

A Regular Driver may be excused from Item "a" above if they are able to provide a Physicians note that they are unable to perform the task. The Regular Driver will be provided a sixty (60) minute Light-Duty assignment in lieu of Item "a". The exterior of the assigned vehicle will be washed under the process outlined in Section 6.13.5.4.

Section 6.13.5.4. Cleaning of Non-Assigned Vehicle.

In addition to assigned buses, the Transportation Department is responsible for the cleanliness of all motor vehicles in the District fleet. The Transportation Director, or their designee, will determine when there is need for the cleaning of non-assigned vehicles and the estimated time associated with the volume of work. Regular Drivers may sign up to perform these cleanings, and the work will be awarded by seniority rotation if the assignment will not put the employee into overtime status for the week. If available Regular Drivers are not sufficient to meet the need for this cleaning, leave-replacement, temporary, or substitute drivers or other represented employees may sign up to perform these cleanings on a first-come, first-serve basis.

This cleaning shall include the following components:

- a. Washing the exterior of the vehicle;
- b. Cleaning all the windows on the inside of the vehicle; and
- c. Washing the interior of the vehicle, which includes observable surfaces (seats, floors, interior sidewalls and/or walls).

Specific cleaning needs shall be noted on a check-off sheet by the most recent driver of the non-assigned vehicle and submitted to the Transportation Specialist. Any additional needed cleaning must be approved in advance by the Transportation Director, or their designee. Time spent cleaning non-assigned vehicles shall be submitted by time sheet, will be paid at the Regular Drivers current hourly rate, and will not be used to calculate vacation credits per Article XII, Section 7.2 and leave balances per Article XIII.

Section 6.13.6. Drug Testing.

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



Section 6.13.7. Publishing Routes/Bidding.

The Transportation Director shall publish school bus routes as early in the school year as practicable. The annual bid for Regular, Midday and Activity routes based on routing software and actual time with driver input shall occur on the in-service day preceding the start of the student school year. Regular Drivers will bid in order of seniority and begin their newly selected routes on the first day of the student school year. Regular Drivers on an approved leave of absence are not eligible to bid. Regular Drivers, in coordination with the Transportation Director, have two (2) calendar weeks to determine any changes to driving times(s) after the signed bid sheet is provided to the District. These changes will be included in the following month's payroll run. The District plan shall include the following minimum information; route/routes to be driven, assignments regarding pickup and delivery, and driving time(s). Upon any other vacancy due to resignation or termination during the school year, a bid shall take place for the vacant position or route only. Any resulting vacancies from this bid shall also be subject to a seniority bid.

Section 6.13.7.1. Daily Hours Bid Limitation.

A Regular Driver in a Regular, Leave Replacement or Temporary position, shall not bid on any combination of Regular Routes that places them over eight (8) paid hours per day.

Section 6.13.8. Transfinder.

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



HOLIDAYS AND VACATIONS 3 4 Section 7.1. Holidays. 5 Year Round employees (eight (8) hours per day, twelve (12) months per year) shall receive the 6 following paid holidays that occur while they are scheduled to work: 7 8 1. New Year's Day 7. Labor Day 9 2. Martin Luther King, Jr. Day 8. Veterans' Day 10 3. Presidents' Day 9. Thanksgiving Day 11 4. Friday of Spring Break 10. Day after Thanksgiving Day 12 5. Memorial Day 11. Day before or after Christmas Day 13 6. Independence Day 12. Christmas Day 14 15 **Section 7.1.1.** 16 All School Year employees (less than eight (8) hours per day, less than twelve (12) months per 17 year) shall receive the following paid holidays that occur while they are scheduled to work: 18 19 1. New Year's Day 6. Veteran's Day 20 2. Martin Luther King, Jr. Day 7. Thanksgiving Day 21 8. Day after Thanksgiving Day 3. Presidents' Day 22 4. Memorial Day 9. Christmas Day 23 10. Day before or after Christmas 5. Labor Day 24 25 Section 7.1.2. Unworked Holidays. 26 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect 27 at the time the holiday occurs. Employees who are on the active payroll on the holiday and 28 have worked either their last scheduled shift preceding the holiday or their first scheduled shift 29 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such 30 unworked holiday. An exception to this requirement will occur if employees can furnish proof 31 satisfactory to the District that because of illness they were unable to work on either of such 32 shifts, and the absence previous to such holiday, by reason of such illness, has not been longer 33 than thirty (30) regular workdays. 34 35 Section 7.1.3. Worked Holidays. 36 Employees who are required to work on the above described holidays shall be compensated at 37 twice their base rate for all hours worked on such holidays. 38 39 **Section 7.1.4.** 40 If a holiday falls on either Saturday or Sunday and is not observed on the preceding Friday or 41 the succeeding Monday, the employee shall be granted one (1) additional day of paid vacation. 42

ARTICLE VII



1

Section 7.2. Vacations.

All Year Round (eight (8) hours per day, twelve (12) months per year) employees subject to this agreement shall be credited with days of vacation credit on the employee's regular daily hours worked during the period September 1 to August 31. All School Year employees (less than eight (8) hours per day, less than twelve (12) months per year) subject to this Agreement shall be credited with days of vacation credit based on the total days in an Assignment as per Schedule A, prorated for actual days and hours worked. New employees hired during the year shall receive prorated vacation credit. Such vacation credit shall be earned, vested, and used as designated in this Article. Vacation shall be earned as indicated below upon completion of the years listed:

1	U
1	1
1	2

	Year Round	School Year
	Employees	Employees
1 st Year	10 Days	7 Days
2 nd Year	11 Days	7 Days
3 rd Year	12 Days	8 Days
4th Year	13 Days	9 Days
5 th Year	14 Days	10 Days
6 th Year	15 Days	10 Days
7 th Year	16 Days	11 Days
8th Year	17 Days	12 Days
9th Year	18 Days	13 Days
10 th Year	19 Days	13 Days
11 th Year	20 Days	14 Days
$12^{th} + Year$	20 Days	15 Days

Section 7.2.1.

Vacation schedules for Year Round employees requesting paid time off shall be arranged by the Supervisor.

Section 7.2.1.1

Year Round employees may request to take a portion of their accrued vacation during the period of the year that school is in session. Approval of such requests shall be at the sole discretion of the Supervisor.

Section 7.2.2.

All School Year employees shall receive payment for accrued vacation on a prorated twelve (12) month basis and will not receive paid time off. As noted in Section 7.2. vacation credit shall be based on the total number of days in an assignment, as per Schedule A, prorated for actual days and hours worked.

Section 7.2.3.

Any Year Round employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final paycheck, given the conditions of Article X, Section 10.3 have been met.



Section 7.2.4.

Vacation credit currently due but unused by the new accrual date each year may be carried over for a maximum of thirty (30) working days (240) hours. The District will approve vacation requests in accordance with regulations outlined in WAC 357-31-215. If the District denies an

employee's vacation request, and accrual places the employee over the maximum thirty (30) working days, an extension for time over the accrual will be granted on a monthly basis. A statement of necessity will accompany each extension request. In addition, Year Round employees may cash out up to eighty (80) hours of vacation accrual. Such cash out may only occur once per year per employee in the August payroll, and may not reduce the employee's accrued vacation hours below eighty (80) hours.

Time accrued over the maximum thirty (30) working days must be used before the next anniversary date. The District is concerned with employee well-being and encourages timely use of accrued vacation.

Section 7.2.5. Emergency Cash Out.

Year Round employees may cash out up to eighty (80) hours of accrued vacation time to pay for emergency expenses, defined as medical care for a serious injury to themselves or a family member, or damage to property including damage to one's home beyond one's control (such as fire, flood, or excessive wind damage). Such cash out may reduce an employee's accrued vacation leave below eighty (80) total hours.



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. Employees shall receive sick leave benefits, based on the total days in an Assignment as per Schedule A, prorated for actual days and hours worked. 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. 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.

Section 8.1.1. Sick Leave Attendance Incentive Program.

In January of the year following any year in which a minimum of four hundred eighty hours (480) of leave for illness or injury is accrued, and each January thereafter, any eligible employee, as defined by Washington Administrative Code (WAC) 392-136-015, may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of four hundred eighty (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.

 Sick leave may be used for the employee's own illness, injury, or health condition, or family illness. For the purposes of this agreement, sick leave may be used for family illness to care for a child, spouse or parent. It may also be used to care for a grandchild provided the grandchild resides in the home of the employee. Sick leave shall include disabilities caused or contributed to by pregnancy, childbirth and recovery therefrom.

Section 8.1.3.

If requested by the Superintendent or their designee, verification of an employee's illness or injury must be certified by a physician in the event of an absence of five (5) or more consecutive days. Misuse of sick leave may lead to discipline up to and including termination.

Section 8.1.4.

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

Section 8.1.5. Leave Sharing.

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

Section 8.1.6. Family/Medical Leave.

Under the federal Family Medical Leave Act (FMLA), the Washington Family Leave Act (FLA), the Washington State Human Rights Commission Laws, the Washington Family Care

Act (FCA), and District Policy/Procedure 5404, employees have certain rights and protections, most of which run parallel with the provisions outlined in Sections 8.1.1 and 8.1.1.1. with the exception of FMLA, which extends medical benefits up to twelve (12) weeks for qualifying employees who have exhausted their paid leave or exhaust it during their leave period, none of the above laws provide for additional paid family leave time. It is encouraged that employees review their family medical leave rights with the Superintendent or their designee.

The eligibility threshold for MESP represented employees will be nine hundred fifty (950) hours worked in the preceding twelve (12) month period rather than one thousand two hundred fifty (1,250) hours worked as noted in FMLA regulations. All hours compensated in the previous twelve (12) months shall count towards FMLA eligibility. Employees must be employed with the Meridian School District for at least twelve (12) months prior to be eligible.

Section 8.2. Bereavement Leave.

All employees shall be granted bereavement leave with pay, on a per occurrence basis, as follows: Upon the death of a family member, a person living in the immediate household as a member of the family, or a close personal friend, an employee shall be granted up to five (5) days of Bereavement Leave per occurrence. If additional time is needed, the employee may provide a written request to the Superintendent or their designee to use sick leave for this purpose. Bereavement Leave is noncumulative. "Family" for the purposes of this section: Spouse, Domestic Partner, Children, Stepchildren, Father, Mother, Stepfather, Stepmother, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Grandparents, Grandchildren, Brother, Sister, Brother in-Law, Sister-in-Law, Aunt, Uncle, Niece and Nephew.



Section 8.3. Emergency Leave.

Employees shall be granted up to three (3) days emergency leave per year noncumulative at full pay to cover absences from work caused by serious illness or accident in the family (defined as relative or close personal friend), or by personal requirements of an urgent nature defined as: Emergencies to one's home beyond one's control (fire, flood, excessive wind damage) and legal emergencies (subpoenas). The emergency should be reported immediately to their supervisor. Emergency Leave shall be deducted from sick leave as specified in Section 8.1.1 herein. Should an employee need additional days off that qualify under this section, such time may be approved by the Superintendent or their designee, following receipt of notice from the employee of the need, and such days shall be deducted from the employee's accrued sick leave days.

Section 8.4. Personal Leave.

Each employee shall be allowed three (3) days of Personal Leave with pay per contract year, based on the total days in an assignment as per Schedule A, prorated for actual days and hours worked. The following conditions shall apply:

A. Forty eight (48) hours notice must be provided to the employee's supervisor. In situations when advanced notification cannot be given, the supervisor shall be notified as soon as possible.

B. A maximum of two (2) MESP represented employees per building or department per day may utilize personal leave. At the discretion of the building or department supervisor, more than two (2) MESP represented employees may be granted personal leave for a given day if it is determined that the requested leave will not disrupt the orderly operation of the building or department.

C. Personal Leave shall not be granted without the Superintendent's approval during the following periods:

1. The ten (10) business days prior to the first day of school for students.

2. The first ten (10) student attendance days.3. The last ten (10) student attendance days.

4. Personal leave shall not be permitted during the first ten (10) days or the last ten (10) days of the individual's employment.

D. If an employee does not use all personal days by the end of the contract year, they may carry over up to two (2) personal days into the following year, up to a maximum of five (5) days; however, no employee shall have more than five (5) personal days in a given contract year.

Section 8.5. Jury Duty.

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

Section 8.6. Leave of Absence.

Section 8.6.1.

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

Any employee who has been granted a leave of absence must notify the District in writing of the employee's intent to return to work no later than March 15. In the event such notification is not received by the Superintendent or their designee, by March 15, the employee shall be considered to have resigned from employment.

An employee, having exhausted all leaves in Article VIII may be granted a short-term leave of absence without pay (not to exceed ten (10) days within a school year) without loss of the District contribution towards benefits. Voluntary leaves of absence without pay over ten (10) days would result in a corresponding reduction in the employee's benefit allocation from the District. Leave of absences without pay not exceeding three (3) days must have been preapproved by the employee's supervisor. Leaves of absence of four (4) days or more, but not exceeding ten (10) days must be pre-approved by the Superintendent or their designee. Leaves of absence over ten (10) days not exceeding one (1) year must be pre-approved by the School Board, as noted in the paragraph above.

Section 8.6.2.

The returning employee will be assigned to the position, whenever possible, occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement, except Article IX where it applies to layoff. It shall be the responsibility of the

employer to inform replacement employees of these provisions. Regular employees who fill a leave of absence assignment in their classification will be returned to the employee's previous assignment. An employee able to return to work prior to their previously arranged return date may work as a Substitute Employee as under Section 1.4.

Section 8.6.3.

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



Section 8.7. Association Leave.

The District agrees to allow the Association Officers a pool of up to one hundred eight (108) hours per calendar year for Association business. The Association President shall provide the Superintendent and the employee's supervisor at least two (2) school business days advance notice of each employee's actual use of Association leave, which may be granted if it is determined that the requested leave will not disrupt the orderly operation of the school and substitute, if required, is available. If a substitute is required, the Association will reimburse the District the full cost of the employee's absence. No more than two (2) employees per single classification or four (4) total employees district-wide may utilize such leave on any given day except for bargaining.

Section 8.8. Operational Closure.

Employees who are unable to work due to the closure of their building or weather related closure of their daily route may charge their unworked time to personal leave, vacation leave, or unpaid leave if vacation and personal leave balance are zero, or they may elect to work the hours missed due to operational closure at a later date upon arrangement with their supervisor. Employees who take leave without pay due to a building, school, or District closure will not be deemed ineligible for holiday pay pursuant to Article VII, Section 7.1.2. because of such leave. Reference Article VI, Section 6.7 for information on Operational Closure procedures.

Section 8.9.

The District may request verification of an employee's absence if a pattern of possible misuse is identified. The District will provide the employee and the Association with written notice that a pattern may exist prior to requesting verification of the absence. Misuse of all leaves covered in Article VIII may lead to discipline up to and including termination.



ARTICLE IX

3 4

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1.

Seniority is defined as the total years of service in any general job classification, within the Meridian School District. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") in a Regular Position, unless such seniority shall be lost as hereinafter provided. An employee must work more than fifty percent (50%) of the hours associated with the general assignment to be awarded annual seniority credit in a general job classification.

Section 9.1.1.

Seniority credit will be added and calculated annually by the District as of July 31, be published in draft form on December 15 and sent to the Association President or designee for review. The Association will have a twenty (20) working day review period to approve the draft or seek resolution on issues with the draft. Questions raised by employees regarding seniority placement should be directed to the Association President or their designee. At the end of the twenty (20) working day review period, the Association President will provide a summary of all seniority placement questions to the Assistant Superintendent or their designee to be reviewed by the employer within ten (10) working days. The final seniority list will be published within five (5) working days of Association approval or resolution of all issues brought forward in the review period. For the purpose of this Section, working days are based on the one hundred eighty (180) working day calendar.

Section 9.1.2.

In the event more than one (1) employee in a general job classification, is awarded the same seniority date, the question of seniority among those employees shall be determined in the following priority order:

1. Determine which employee has worked the greatest combined number of hours (based upon time sheets) as a Leave Replacement, Temporary or Substitute employee in the classification in the current and immediately preceding school year;

2. Determine which employee submitted their application for employment in the classification on the earliest date;

3. By a draw of cards (conventional fifty-two (52) card deck, utilizing one suit, Ace to be considered the highest card).

 Determination of seniority in like cases shall be documented on the published seniority list annually.

Section 9.1.3.

 The District will provide the Association President a copy of the published seniority list upon request, however seniority credit will only be added and calculated annually as per Article IX, Section 9.1.1.



Section 9.2.

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

Section 9.3.

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

Section 9.4.

6

7

8

10

11

12

13

14

15 16

17

18

19

20

2122

23

24

2526

27

28

29

30 31

32

33

34

3536

37

38

39

40

41

42 43 The seniority rights of an employee shall be lost for the following reasons:

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

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.

Section 9.6.

Seniority rights shall be effective within the general job classification except as is outlined in Section 9.8. 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 greatest seniority in classification 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 Association President or their designee its reasons why the senior employee or employees have been bypassed.

Section 9.7.1.

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



Section 9.8.

Employees who change job classifications within the bargaining unit shall retain their seniority in the previous classification, notwithstanding that they have acquired a new hire date and a new classification. Employees will retain the total number of years they worked in their previous classification for a period of two (2) years, but will not accumulate any additional years, as long as they work in a different classification. After two (2) years, the seniority in the previous classification will be forfeited.

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

Section 9.8.1.

Librarians who previously held the position of Paraeducator will retain all of their years of seniority within the Paraeducator classification. This will apply to seniority rights including any new or open positions or any layoff or reductions should they occur under Article IX. However, the seniority of Librarians will be ranked according to their day of hire within their sub classification of Librarians should any reductions or hires take place solely within said sub classification. Librarians hired prior to September 1, 2021 are not subject to their seniority in the Paraeducator classification being forfeited after two (2) years.

Section 9.9.

The District shall publicize for five (5) working days the availability of new and open positions. All new positions of sixty (60) minutes or more per shift will be posted. This is exclusive of Section 9.14. The Association will be notified of new and open positions via an email sent to all staff on the day a position is opened.

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. Per Article X, Section 10.3, if an employee does not provide two (2) weeks notification, the employee will forfeit compensation for duties not performed in this time period.

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 2 comply with the requirements of Section 9.11, or if the employee does not respond to the offer of 3 reemployment within ten (10) calendar days of the District contacting the employee with the offer of 4 5

reemployment. The District shall make said offer by phone and email to employees on the

reemployment list in order of seniority.

7 8

1

6

9

10

11

Section 9.13.

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

12 13 14

15

Section 9.14.

The term "Reduction of Hours" means a loss of time of at least one half (1/2) hours not due to disciplinary reasons. A reduction of hours shall not constitute a layoff.

16 17 18

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

19 20 21

22

23

24

25

26

27

28

Regular employees (excluding Leave Replacement, Temporary and Substitute employees) whose hours are reduced more than one half (½) hour will have first right of refusal to restoration of hours as hours become available within classification and in the employee's building for a period of one and one half $(1\frac{1}{2})$ years following the reduction of hours. Restoration of hours will be based on the employee's seniority though job requirements as outlined in Section 9.7 may also be considered. An employee will forfeit rights to reinstate hours if they do not respond to the first offer of hours within ten (10) calendar days of the District contacting the employee with the offer of reemployment. The District shall make said offer by phone and email to employees on the reemployment list in order of seniority.

29 30 31

Additional hours under this section shall not include the posting of a new or vacant position.

32 33

This section does not apply to time reduction resulting from route changes in the Transportation Department.

ARTICLE X

DISCIPLINE AND DISCHARGE

1 2 3

,

Section 10.1.

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

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

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

Section 10.2.

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

Section 10.3.

Except in extraordinary cases, employees shall provide the District a minimum of two (2) weeks notification in the event of resignation or any other voluntary termination. If an employee does not provide two (2) weeks notification, the employee will forfeit compensation for duties not performed in this time period.



ARTICLE XI

2 3

INSURANCE AND RETIREMENT

Section 11.1. Premium Entitlement.

The District agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits' Board (SEBB). Employer funding will include payment of the retiree carve-out for all eligible employees as long as such carve-out is included in the employer premium rate funded by the State and charged by SEBB.

Section 11.1.1. Duration of Premium Entitlement.

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

Section 11.1.2.

 The District agrees to provide information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

Section 11.1.3.

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

Section 11.2.

 The District agrees to follow SEBB eligibility rules.

Section 11.3.

 Each year the Association shall notify the District by November 1 of the results of the membership's election regarding VEBA participation for the upcoming calendar year.

If the Chapter membership so elects, during the subsequent calendar year any eligible employee electing to cash out sick leave shall have their sick leave buyout payment remitted directly to a Post-Retirement Medical Reserve Trust Program. Such a program will provide reimbursement of medical, dental, and vision expenses to eligible employees.

For eligibility, the employee must complete the appropriate enrollment form and sign the hold harmless provision. The hold harmless provision shall protect the District and Association from all legal actions and indemnify same should it be found that the District or the employee is in debt to the United States government from not paying income taxes due on any amounts or a result of the District not withholding or deducting any tax, assessment, or other payment on such funds as required by federal law. The District and Association make no representations or warranties with respect to the tax consequences of the program nor to the ability of the sponsor or insurer to fulfill its obligations under the program.

Section 11.4.

Effective September 1, 2023, the District will contribute twenty five dollars (\$25) per employee, per month, to an approved VEBA account.

4 5

6

7

1

Section 11.5.

The District shall provide liability insurance for the purpose of protecting employees against liability for personal or bodily injuries and property damage arising from their acts or omissions while performing or in good faith purporting to perform their official duties.

8 9 10

11

12

Section 11. 6.

In determining whether an employee subject to this Agreement is eligible for participating in the Washington State Public Employees' Retirement System, the District shall report all hours worked in accordance with regulations of the Department of Retirement Systems.



ARTICLE XII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 12.1.

All employees subject to this Agreement may choose to join the Association. The District shall deduct Association dues and assessments from the pay of any employee who authorizes such deductions upon receipt of a written authorization executed by an individual employee. The District will notify the Association President or their designee of all new hires and provide a copy of their offer letter within thirty (30) days of their hire. The Association is solely responsible to follow up with their members to provide them with authorization materials and follow up on their processing.

Section 12.2.

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

Section 12.3. Political Action Committee.

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

Section 12.4. Hold Harmless.

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



ARTICLE XIII 1 2 **GRIEVANCE PROCEDURE** 3 4 Section 13.1. Purpose. 5 The purpose of this procedure is to provide an orderly method of resolving grievances. A determined 6 effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances or these procedures shall not interfere with 8 regular duties. 9 10 Section 13.2. Definitions. 11 12 Section 13.2.1. Grievant. 13 A grievant is an employee, a group of employees or, in the case of the Association's contractual 14 rights, the Association. Examples of groups of employees are: 15 All employees in a classification 16 All employees with the same job title 17 All employees in a program 18 All employees at a certain location 19 20 Names of employees will be listed on the grievance form, but individual signatures are not 21 required. 22 23 "Groups of Employees" shall not include all members of the bargaining unit. 24 25 Section 13.2.2. Grievance. 26 A grievance is defined as a dispute involving the interpretation or application of the specific 27 terms of this Agreement. 28 29 Section 13.2.3. Days. 30 Days in this procedure are student days except after the school year where they are to be 31 District office workdays. 32 33 **Section 13.2.4.** Grievance Mediation. 34 An informal process conducted by a Mediator assigned by the Public Employment Relations 35 Commission (PERC) to attempt to mediate a mutually agreeable resolution or to advise the 36 parties as to the probable outcome if the dispute were to proceed to arbitration. The Mediator's 37 opinion is advisory only. The parties may mutually agree to depart from the formal grievance 38 process at any time in order to address the dispute through grievance mediation. In the event 39 resolution is not achieved through the grievance mediation process, the formal grievance 40 process contained herein shall resume without prejudice to either party. 41



Section 13.3. Timelines.

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

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

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

Section 13.4. Representation.

The grievant may waive the Association's involvement in the procedures at any step, provided they do so in writing. If the grievant elects not to have Association representation, the Association shall receive the same written responses provided to the grievant.

Section 13.5. Process.

Section 13.5.1. Step 1 Informal Level - Informal Submission of Grievance to Supervisor.

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

Section 13.5.2. Expedited Procedure.

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

Section 13.5.3. Step 2 Formal Level - Written Submission of Grievance to Supervisor.

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

A. A clear and concise statement of the alleged grievance including the facts upon which the grievance is based;

B. Reference to the specific terms of the Agreement which have been allegedly violated;

C. Issues involved; andD. Specific remedy sought.

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



Section 13.5.4. Step 3 Superintendent Level.

Written submission of grievance to the Superintendent or their designee.

2 3

1

4

5 6 7

8

20 21 22

19

25 26 27

23

24

29 30 31

28

33 34 35

36

37

32

38 39 40

42 43

44

41

45 46 47

48

Section 13.5.4.1. Individual Grievance.

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

The Superintendent or their designee will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Association within (10) days of receipt of the grievance.

Section 13.5.4.2. Association Grievances.

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

Section 13.5.5. Arbitration.

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

Section 13.5.5.1.

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

Section 13.5.5.2.

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

Section 13.5.5.3.

When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of Section 13.5.5.4, below, shall apply to the selection of an arbiter.

Section 13.5.5.4.

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

3 4 5

15

10

21

22

23

29 30 31

32

33

34

35

28

36 37 38

39

40 41

42

43

44

45 46

47

48

Section 13.5.5.5.

Arbitration proceedings shall be in accordance with the following:

- A. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
- B. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
- C. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
- D. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- E. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- F. The costs for the services of the arbiter, including per diem expenses, if any, and their travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Association. All other costs and expenses will be borne by the party incurring them.
- G. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half $(\frac{1}{2})$ of the stenographic cost.

Section 13.6. Binding Affect.

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

Section 13.7. Limits of the Arbiter.

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

Section 13.8. No Duty to Maintain Status Quo.

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

Section 13.9. Freedom from Reprisal.

There will be no reprisals against the grievant or others as a result of their participation in this process.

ARTICLE XIV

1 2 PROFESSIONAL TRAINING 3

4 5

6

7

8

Section 14.1.

Employees attending training courses required by Federal or State regulation or District policy as a condition of continued employment will be paid at their regular hourly rate for time in training sessions, plus any fee, tuition, travel time, or transportation cost. All expenses will be processed as outlined in Board Policy & Procedure 6213.

9 10 11

12

Section 14.2.

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

13 14 15

16

17

18

19

20

Section 14.3.

The District will provide a professional development fund in the amount of ten thousand dollars (\$10,000) yearly, for the purpose of providing educational programs that are designed to improve the job skills and safety of the bargaining unit. Funds not expended at the end of the year shall be rolled over for use in the subsequent year, up to a maximum of twelve thousand dollars (\$12,000). Approval of the School District will be based upon value of the training to the District and availability of funds. All expenses will be processed as outlined in Board Policy & Procedure 6213.

21 22

Section 14.3.1.

23 24 25

26

27

28

29

Applications for use of these funds will be accepted four (4) times during the school year through the FastTrack online application system annually in September, November, February, and May. Each application must be signed by the employee's supervisor and include a breakdown of the costs associated with the request. The employee may utilize this fund for the payment of tuition, travel expenses, substitute expenses and materials required for such attendance. The Superintendent and Association President, or their designee's, will meet to review the applications and award funds as applicable.

30 31 32

33

Section 14.3.2.

34 35 36 Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employee time however no salary payment will be made for any time the employee would not have regularly worked.

37 38 39

Section 14.3.3.

41 42 43

44

45

40

Reimbursement shall be provided with appropriate documentation of enrollment or completion. If the employee does not fulfill the intended study plan, the entire stipend shall become due and payable to the District. Such reimbursement schedule shall be arranged with the employee to occur on a recurring monthly basis, and reimbursement payments shall not exceed 5% of an employee's gross pay in any given month, unless otherwise agreed to by the employee. Upon approval of a written request to the Superintendent or their designee. Exceptions may be considered for extreme circumstances, e.g. death of a family member.



Section 14.3.4.

With at least thirty (30) days advance notice, tuition and expenses may be prepaid by the District where practicable. Advanced payments will be coordinated through the employee's building administrator or department director.

4 5 6

1

2

3

Section 14.3.5.

Employees receiving a professional development grant are responsible for making the results available to the screening committee. This summary will be kept in the employee's personnel file.

9 10 11

7

8

Section 14.3.6.

Article 14.3 will be null and void in the event of levy failure.



ARTICLE XV

1 2 3

TRANSFER OF PREVIOUS EXPERIENCE

Section 15.1. Previous School District Experience.

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

Section 15.1.1.

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

Section 15.2. Previous Experience In-District.

When an employee in a Temporary or Leave Replacement position in the District is hired into the same assignment as a Regular position, the employee's Longevity and Seniority date will be established as the date their Temporary or Leave Replacement position in the assignment began.

When a Substitute employee substitutes in an assignment for twenty (20) or more continuous days and is hired into the same assignment in a Regular capacity, the employee's Longevity and Seniority date will be established as the date that Substitute assignment began.

Section 15.3. Previous Industry Experience.

When an employee commences employment with this District, and has no prior school district experience, the employee's applicable industry experience will be verified with previous employers. The District shall provide the Association President with a copy of the hire letter that will include the number of years of outside employment being awarded for the purpose of accelerated placement on Schedule A. If the Association has any questions or concerns about this process they shall be addressed in Labor-Management. The District will review the prior experience and place the employee appropriately on Salary Schedule A, with past experience in equivalent positions providing credit for placement on a year-for-year basis. The prior experience applies only to placement on Salary Schedule A. The Seniority date will be established as the date of hire as Per Article IX, Section 9.1.



ARTICLE XVI

SALARIES AND EMPLOYEE COMPENSATION

Section 16.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. A full accounting and itemization of authorized deductions, hours worked, and rates of pay shall be made available for each employee via Skyward Employee Access. The District agrees to replace funds due to loss of state allocation under the following provisions:

A. School year 2021-2022 Attached Schedule A Whatcom County Averaging, plus the State Implicit Price Deflator (IPD)

B. School year 2022-2023 1.5% plus the State Implicit Price Deflator (IPD)

 C. School year 2023-2024 3.0% plus the State Implicit Price Deflator (IPD)

Section 16.1.1.

The District will email an information sheet to each employee on or before their first payroll period. Each employee has the responsibility to review and confirm the accuracy of this summary. The information sheet must be signed and returned to the Payroll Specialist within ten (10) working days of the date of the email. Questions raised by employees regarding Information Sheets after the ten (10) working day signature deadline will follow procedures outlined in Article XIII.

Section 16.2.

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Following ratification and signature of the contract, the District shall have a period of up to sixty (60) calendar days to recalculate employee compensation with the new rates and provisions. Recalculated compensation will be paid over the remainder of the twelve (12) month contract, in the first payroll cycle following the conclusion of the sixty (60) calendar day period.

There shall be seven (7) pay steps. The first and second steps shall be for a duration of two (2) years, and the third step shall be for a duration of six (6) years. Each subsequent step shall be for a duration of five (5) years.

Section 16.2.1.

 Employees shall be paid a one (1) time bonus of one thousand dollars (\$1,000) on the June pay warrant that follows the twenty fifth (25th) anniversary of their hire date. During the 2021-2022 school year, the bonuses described above shall be paid retroactively to all employees with more than twenty-five (25) years of service.



Section 16.2.2.

Step movement shall be on the anniversary of the employee's 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.

Section 16.3.

For purposes of calculating daily hours, total time worked shall be rounded to the nearest one-quarter $(\frac{1}{4})$ hour.

Section 16.4.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per mile basis at the current rate established by Board Policy & Procedure 6213.

Section 16.5.

Employees required to remain overnight on District business shall be reimbursed for room and board expenditures per Board Policy & Procedure 6213.

Section 16.6.

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

Section 16.7.

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.

Section 16.8. Premium for Higher Education.

Effective September 1, 2022, employees shall be credited with one (1) year of longevity credit for the purpose of placement on the salary schedule upon demonstration that they have completed a two (2) year degree, OR two (2) years of longevity credit for the purpose of placement on the salary schedule upon demonstration that they have completed a four (4) year degree.

Section 16.8.1. Definitions.

Section 16.8.1.1. Two (2) Year Degree.

A two (2) year degree shall be defined as a degree earned from an accredited (Reference Section 16.8.1.3.) Community or Technical College.

Section 16.8.1.2. Four (4) Year Degree.

A four (4) year degree shall be defined as a degree earned from an accredited (Reference Section 16.8.1.3.) College or University.

Section 16.8.1.3. Accreditation.

Accredited shall refer to those institutions that have been granted accreditation by an agency listed on the most recent 'Washington Student Achievement Council (WSAC) and U.S. Department of Education Recognized Accrediting Associations for Purposes of the Degree-Granting Institutions Act' published available from the WSAC.



Section 16.8.2. Filing Requirement.

To be applicable for longevity placement on the salary schedule as outlined in Section 16.8, the degree must be earned by September 1 and an official transcript reflecting the date the degree was awarded/conferred must be filed with the District Office by September 15. If the transcript is received after September 15, the longevity placement will be adjusted at the beginning of the following fiscal year.

Section 16.8.3. Maximum Benefit.

An employee who demonstrates having both a two (2) year and a four (4) year degree will be credited with a maximum of two (2) years of longevity credit.

Section 16.9.

Reimbursement for all allowances in this Section are to be submitted by the employee via an Expense Claim signed by the employee's applicable Department Director or Supervisor, unless otherwise noted in the specific sub section:

Section 16.9.1. Commercial Driver's License (CDL).

The District will reimburse the CDL renewal fee for all Regular Drivers and other employees that are required by the District to hold a CDL "S" endorsement and/or CDL as a requirement of the employment with the District. If the employee leaves employment with the District prior to working one hundred and twenty (120) days after receiving the reimbursement, the amount will become due and payable in full and deducted from the employee's final paycheck.

Section 16.9.2. Department of Transportation (DOT) Physical.

The District will reimburse the DOT physical cost for Regular Drivers and other employees who are required by the District to hold a CDL and/or CDL "S" as a requirement of their employment with the District. Such reimbursement will be for the actual out of pocket cost for the physical, not to exceed two hundred fifty dollars (\$250). If the employee leaves employment with the District prior to working one hundred-twenty (120) days after receiving the reimbursement, the amount will become due and payable in full and deducted from the employee's final paycheck.



Section 16.9.3. District School Bus Behavior Plan Stipend.

The District and Association agree to the following arrangement pertaining to communication and School Bus behavior planning with students, parents and principals in furtherance of the student disciplinary process.

The District recognizes that these communications and the development of individual School Bus behavior plans will require time outside of the regular shift for bus drivers. The District recognizes that the time required will vary by the time of year, number of students with behavior issues on a particular bus, and other factors. All time in support of communication and School Bus behavior planning must be documented and submitted to the Director of Transportation on a monthly basis.

In recognition, all Regular Drivers shall receive an annual stipend of four hundred dollars (\$400) to support the District School Bus Behavior Plan. The annual stipend will be paid over twelve (12) months, September through August.

The stipend shall be prorated for hire date, leave of absences or other reasons as agreed upon between the Association and the District.

<u>Section 16.9.4.</u> Washington State Food and Beverage Service Workers Permit (Food Worker Card) Allowance.

The District will reimburse the Washington State Food and Beverage Services Workers Permit renewal fee for Food Service and Lead Food Service Workers. If the employee leaves employment with the District prior to working one hundred-twenty (120) days after receiving the reimbursement, the amount will become due and payable in full and deducted from the employee's final paycheck.

Section 16.9.5. Non-Slip Shoe Allowance.

Employees in the Food Service classification shall be reimbursed up to one hundred dollars (\$100) in September of each new school year for non-slip shoes. The shoes must be non-slip, closed toe, and no heels more than one (1) inch high. All staff in this classification are encouraged to wear non-slip shoes at work for safety purposes. If the employee leaves employment with the District prior to the following August, the amount will become due and payable in full and deducted from the employee's final paycheck.

Section 16.9.6. Work Boot Allowance.

Employees in the Custodial, Maintenance, and Mechanic classifications shall be reimbursed up to one hundred dollars (\$100) in September of each new school year for work related boots, or the sole repair or replacement for work related boots. All employees in these classifications are encouraged to wear the work-boots while at work for safety purposes. If the employee leaves employment with the District prior to the following August, the amount will become due and payable in full and deducted from the employee's final paycheck.



Section 16.9.7. Mechanics Washington State Patrol (WSP) Inspection Incentive. 1 A Washington State Patrol (WSP) Inspection Incentive will apply to each Mechanic as follows: 2 Summer Inspection: 3 Ninety-two (92) percent or above pass rate. Four hundred-seventy-five dollars (\$475) 4 Winter Inspection: 5 Ninety (90) percent or above pass rate. Three hundred dollars (\$300) 6 7 Section 16.9.8. Cellular Telephone Stipend. 8 The District and the Association agree that the need to easily communicate is impacted when 9 employees in specific classifications and/or assignments are not at a single workstation during 10 their workday. The District and the Association further agree that due to the responsibilities of 11 employees in specific classifications and/or assignments, there may be a need to communicate 12 outside of an employee's regular shift. 13 14 In recognition, Year Round employees in the following Classifications and/or Assignments 15 who are expected to use their personal cellular phones for work related contact shall receive an 16 annual stipend of six hundred dollars (\$600) to support these communications: 17 18 Classification: Custodial 19 Maintenance 20 Mechanics 21 **Transportation Specialist** 22 Assignment: Lead Food Service Worker 23 24 The annual stipend shall be prorated for School Year employees based on the Year Round 25 26 27

employee stipend, prorated for actual days and hours worked, hire date, leave of absences or other reasons as agreed upon between the Association and the District.

The annual stipend will be paid over twelve (12) months, September through August.



28

1	ARTICLE XVII
2	
3	TERM AND SEPERABILITY OF PROVISIONS
4	
5	Section 17.1.
6	The term of this Agreement shall be September 1, 2021 to August 31, 2024.
7	
8	Section 17.2.
9	All provisions of this Agreement shall be applicable to the entire term of this Agreement at the
10	execution date.
11	
12	Section 17.3.
13	This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which
14	occurs following execution of this Agreement. Either party may demand the contract be reopened
15	when legislation enacted affects the terms and conditions herein or creates authority to alter personnel
16	practices in public employment.
17	
18	Section 17.4.
19	If any Article or section of this Agreement should be found invalid, the balance of this Agreement shall
20	continue in full force and effect.
21	
22	Section 17.5.
23	Neither party shall be compelled to comply to any provision of this Agreement which conflicts with
24	State or Federal statutes or regulations promulgated pursuant thereto.
25	
26	<u>Section 17.6.</u>
27	In the event either of the two (2) previous sections is determined to apply to any provision of this
28	Agreement, such provision shall be renegotiated.
29	





1		SCHEDULE A		
2		Meridian Education Support Prof 2021-2022		ociati
3		2021-2022		
4	Classification	Step 1	Step 2	St
5	Assignment	1-2 Yrs	3-4 Yrs	5-1
6	<u>Custodial</u> Lead Custodian (260)	\$24.85	\$25.59	S

Classification Assignment	Step 1 1-2 Yrs	Step 2 3-4 Yrs	Step 3 5-10 Yrs	Step 4 11-15 Yrs	Step 5 16-20 Yrs	Step 6 21-25 Yrs	Step 7 26+ Yrs
Custodial Lead Custodian (260) Custodian (260)	\$24.85 \$23.32	\$25.59 \$24.02	\$26.87 \$25.22	\$27.95 \$26.23	\$29.34 \$27.54	\$29.64 \$27.81	\$29.93 \$28.09
Food Service Food Service Lead (181)	\$19.66	\$20.25	\$21.26	\$22.11	\$23.22	\$23.45	\$23.68
Food Service (181)	\$18.15	\$18.70	\$19.63	\$20.42	\$21.44	\$21.65	\$21.87
<u>Librarian</u> Librarian (190)	\$21.40	\$22.04	\$23.14	\$24.07	\$25.27	\$25.52	\$25.78
Maintenance General Labor (260) Maintenance (260)	\$23.00 \$27.64	\$23.69 \$28.47	\$24.88 \$29.89	\$25.87 \$31.09	\$27.16 \$32.64	\$27.44 \$32.97	\$27.71 \$33.30
Mechanics							
Assistant Mechanic (260) Mechanic (260)	\$25.57 \$30.04	\$26.34 \$30.94	\$27.66 \$32.49	\$28.76 \$33.79	\$30.20 \$35.48	\$30.50 \$35.83	\$30.81 \$36.19
Medical Support* Health Services Assistant (180)	\$21.71	\$22.36	\$23.47	\$24.41	\$25.63	\$25.89	\$26.15
LPN (180) RN (185)	\$24.59 \$33.72	\$25.33 \$34.73	\$26.60 \$36.47	\$27.66 \$37.93	\$29.04 \$39.82	\$29.33 \$40.22	\$29.63 \$40.63
Paraeducator Paraeducator: Bilingual (180)	\$19.39	\$19.97	\$20.97	\$21.81	\$22.90	\$23.13	\$23.36
Paraeducator: Instructional (180) Paraeducator: Special Programs (BLENDS/PreSchool/Lifeskills) (180)	\$18.70 \$19.39	\$19.26 \$19.97	\$20.22 \$20.97	\$21.03 \$21.81	\$22.08 \$22.90	\$22.30 \$23.13	\$22.52 \$23.36
Professional-Technical* Accounts Payable (260)	\$22.97	\$23.66	\$24.84	\$25.84	\$27.13	\$27.40	\$27.67
Career Center Specialist (180) Cultural Liaison Specialist: Spanish (190)	\$20.80 \$26.60	\$21.42 \$27.40	\$22.49 \$28.77	\$23.39 \$29.92	\$24.56 \$31.42	\$24.81 \$31.73	\$25.06 \$32.05
Family Resource Specialist (195) Foreign Language Translator (180)	\$26.60 \$23.78	\$27.40 \$24.49	\$28.77 \$25.71	\$29.92 \$26.74	\$31.42 \$31.42 \$28.08	\$31.73 \$28.36	\$32.05 \$28.64
Sign Language Interpreter (180) Substance Abuse Intervention Spec. (180)	\$24.89 \$34.92	\$25.64 \$35.97	\$26.92 \$37.77	\$27.99 \$39.28	\$29.39 \$41.25	\$29.69 \$41.66	\$29.98 \$42.08
Technology Education Support Spec. (180) Testing Specialist (190)	\$25.72 \$25.72	\$26.49 \$26.49	\$27.81 \$27.81	\$28.92 \$28.92	\$30.37 \$30.37	\$30.67 \$30.67	\$30.98 \$30.98
Secretaries Bilingual School Secretary: Spanish (187)	\$19.54	\$20.13	\$21.14	\$21.98	\$23.08	\$23.31	\$23.55
Secretary I (Head Secretary) (MHS: 202/MMS: 200/ IRE:200/MP3: 195) Registrar (195)	\$21.94 \$21.94	\$22.60 \$22.60	\$23.73 \$23.73	\$24.67 \$24.67	\$25.91 \$25.91	\$26.17 \$26.17	\$26.43 \$26.43
School Secretaries (MHS: XXX/MMS: XXX/IRE: 187/MP3: 195)	\$18.85	\$19.42	\$20.39	\$21.20	\$22.26	\$22.48	\$22.71
Student Monitors Student Monitor (180)	\$17.87	\$18.41	\$19.33	\$20.10	\$21.11	\$21.32	\$21.53
<u>Technology</u> Data & Assessment Specialist (190)	\$25.72	\$26.49	\$27.81	\$28.92	\$30.37	\$30.67	\$30.98
Data Systems Support Specialist (260) Online Communications Specialist (XXX)	\$25.72 \$25.72	\$26.49 \$26.49	\$27.81 \$27.81	\$28.92 \$28.92	\$30.37 \$30.37	\$30.67 \$30.67	\$30.98 \$30.98
Technology Support I: Help Desk (260) Technology Support II: Technology Support Technician (260)	\$20.61 \$25.72	\$21.23 \$26.49	\$22.29 \$27.81	\$23.19 \$28.92	\$24.35 \$30.37	\$24.59 \$30.67	\$24.83 \$30.98
Transportation	Ψ23.72	\$20.49	\$27.01	920.92	\$30.37	\$50.07	350.56
Regular Driver (180)	\$24.06	\$24.78	\$26.02	\$27.06	\$28.41	\$28.69	\$28.98
<u>Transportation Specialist</u> Transportation Specialist (190)	\$25.66	\$26.43	\$27.75	\$28.86	\$30.31	\$30.61	\$30.92
Transportation Support Bus Monitor (180)	\$17.87	\$18.41	\$19.33	\$20.10	\$21.11	\$21.32	\$21.53
Volunteer Coordinator Volunteer Coordinator (XXX)	\$16.67	\$17.17	\$18.02	\$18.75	\$19.68	\$19.88	\$20.08

^{*} All positions in this category have their own individual seniority

Salary Increase: School year 2021-2022 Whatcom County Averaging, plus State Implicit Price Deflator (IPD) 2% School Year 2022-2023 1,5% plus the State Implicit Price Deflator (IPD) 5.5% School Year 2023-2024 3% plus the State Implicit Price Deflator (IPD)



Note Step 2 is based on Step 1 + 3% Step 3 is based on Step 2 + 5% Step 4 is based on Step 3 + 4% Step 5 is based on Step 3 + 18% Step 6 is based on Step 5 + 1% Step 7 is based on Step 6 + 1%

MERIDIAN SCHOOL DISTRICT NO. 505 Classified Performance Appraisal Form

me:Posi					Evaluation Period:to
Exceeds Requirements M = Meet	s Req	uiren	nents	N = Nc	eeds Improvement U = Does Not Meet Require
Note: Supporting con	mments	s requii	red for	"Needs Imp	provement" and "Does Not Meet Minimum Requirements'
QUALITY OF WORK	E	M	N	U	COMMENTS
akes pride in work					
orks accurately					
eets work deadlines					
oduces quality work					
ses time efficiently/effectively					
WORK HABITS	E	M	N	U	COMMENTS
punctual and regular in attendance					
ives adequate notice when absent					
a willing worker at all times					
flexible and adaptable					
emonstrates organizational skills					
iggests changes to improve work					
eals effectively with emergencies					
aintains appropriately neat work area					
willing to accept responsibility					
TECHNICAL ABILITY	E	M	N	U	COMMENTS
essesses related skills for position					
as specific knowledge about the job					
ffectively operates necessary equipment					
akes advantage of training opportunities					
HUMAN RELATIONS	E	M	N	U	COMMENTS
eceives constructive criticism well	E	IVI	11	U	COMMENTS
eals courteously and tactfully with others					
whibits effective communication skills					
teracts positively with students					
PROFESSIONALISM	E	M	N	U	COMMENTS
emonstrates cooperation/respect for peers					
aintains confidentiality of the position					
ppearance and attire are appropriate					
11 1	l .	1		I I	
		\mathbf{A}	<u>dditi</u>	onal Cor	<u>nments</u>
		D 4		_	
Employee's Signature]	Date			Supervisor's Signature Date

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