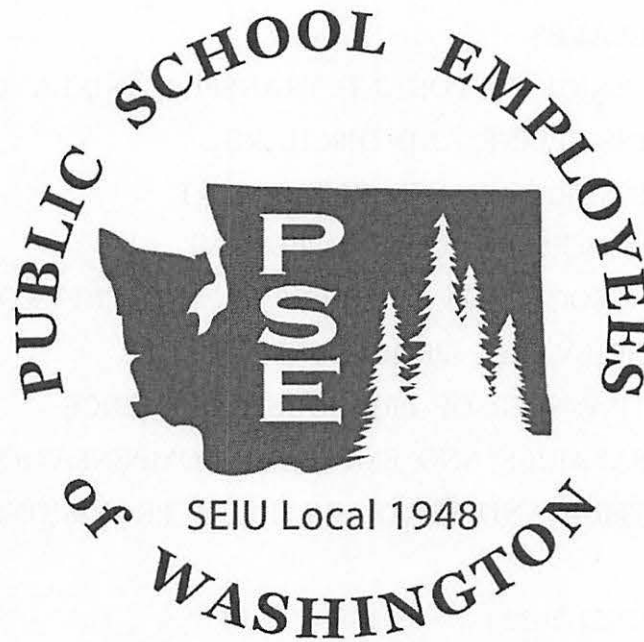


**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**MEAD SCHOOL DISTRICT #354**  
**AND**  
**PUBLIC SCHOOL EMPLOYEES OF MEAD-SASP**  
**(SUPPORT AND SERVICE PROFESSIONALS)**

SEPTEMBER 1, 2021 - AUGUST 31, 2025



**Public School Employees of Washington/SEIU Local 1948**  
P. O. Box 798  
Auburn, Washington 98071-0798  
1-866-820-5652  
<http://pseclassified.org>

## **TABLE OF CONTENTS**

	<b>Page</b>
<b>PREAMBLE</b>	<b>1</b>
ARTICLE I RECOGNITION	1
ARTICLE II JOB DESCRIPTIONS, DUTIES, AND RESPONSIBILITIES	2
ARTICLE III RIGHTS OF THE EMPLOYER	4
ARTICLE IV RIGHTS OF THE EMPLOYEES	4
ARTICLE V RIGHTS OF THE ASSOCIATION	7
ARTICLE VI APPROPRIATE MATTERS FOR NEGOTIATION AND LABOR MANAGEMENT	8
ARTICLE VII HOURS OF WORK AND OVERTIME	9
ARTICLE VIII HOLIDAYS	16
ARTICLE IX LEAVES	16
ARTICLE X SENIORITY, POSTING, TRANSFER, AND LAYOFF PROCEDURES	21
ARTICLE XI DISCIPLINE AND DISCHARGE	25
ARTICLE XII INSURANCE AND RETIREMENT	26
ARTICLE XIII PROFESSIONAL DEVELOPEMENT	27
ARTICLE XIV ASSOCIATION MEMBERSHIP AND CHECKOFF	29
ARTICLE XV GRIEVANCE PROCEDURE	30
ARTICLE XVI TRANSFER OF PREVIOUS EXPERIENCE	32
ARTICLE XVII SALARIES AND EMPLOYEE COMPENSATION	33
ARTICLE XVIII TERM AND SEPARABILITY OF PROVISIONS	34
<b>SIGNATURE PAGE</b>	<b>35</b>
<b>SCHEDULE A (2021-2022)</b>	<b>36</b>
<b>SCHEDULE A (2022-2023)</b>	<b>37</b>

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

## P R E A M B L E

This Agreement is made and entered into between Mead School District Number 354 (hereinafter "District") and Public School Employees of Mead Support and Service Professionals (Mead-SASP) an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

## A R T I C L E   I

### R E C O G N I T I O N

#### **Section 1.1. Bargaining Unit Defined.**

The District hereby recognizes the Association as the exclusive bargaining representative of the bargaining unit consisting of all classified employees as identified in Schedule A.

#### **Section 1.2. Substitute Employees.**

A substitute employee is defined as an individual who replaces a current employee absent from a regularly posted position. Substitute employees are not covered by this Agreement.

##### **Section 1.2.1. Substitute Assignments.**

A substitute assignment shall not be filled for more than sixty (60) consecutive workdays in a position before opening, posting, and filling the position as provided in Section 10.5. unless an extension is agreed upon by the Association and the District.

#### **Section 1.3. Temporary Positions.**

A temporary position is defined as:

- A) A position created due to a short-term staffing need which does not warrant the posting of a continuing position; or
- B) A position created due to a current employee who is on an approved leave of absence, also referred to as a leave replacement position, with a defined start and an end date.

Temporary positions will be included in the bargaining unit. Temporary employees shall be paid at the year one (1) rate on Schedule A. Current employees hired into a temporary position to fill in for a position which is paid at a different rate of pay shall receive the next highest rate of pay associated with the position, or their own rate of pay, whichever is greater.

If a position is temporary through the end of the school year and is re-established as a continuing position at the beginning of the next school year, the position shall be posted from temporary to continuing status. If the same person is rehired into the continuing position with no interruption in service (other than the regular summer break) the seniority date would remain with the date on which he/she began temporary employment in that position.

1 **Section 1.4. Definitions.**

2 The following definitions pertain to Mead Support and Service Professionals (Mead-SASP) positions:

- 3
- 4 A) Workdays - defines the days included in the employee's work year.
- 5
- 6 B) Calendar Days - defines the universally recognized calendar of months and days.
- 7
- 8 C) Business Days - defines the days the Mead Administrative Offices are open for business.
- 9
- 10 D) Regular Classified Employee - is one who fills a position requiring at least nine (9) months of
- 11 service per year.
- 12
- 13 E) New Position - any position newly created within the bargaining unit and projected to continue.
- 14
- 15 F) Open Position/Job - any posted bargaining unit position/job.
- 16
- 17

18 **ARTICLE II**

19 **JOB DESCRIPTIONS, DUTIES, AND RESPONSIBILITIES**

20 **Section 2.1. Job Descriptions.**

21 At the beginning of every school year all employees subject to this Agreement shall have access to a

22 current job description for their position. Such descriptions shall include essential functions and duties

23 and the required qualifications and skills for the position. When the District creates a new

24 classification (and job description) or significantly modifies the duties or requirements of an existing

25 job description, the appropriate salary range placement will be determined through labor management

26 agreements or negotiations as appropriate.

27

28

29

30

31 **Section 2.2. Nutrition Services.**

32 **Section 2.2.1. Operating Procedure Manual.**

33 The District will provide operating procedure manuals stored in a common area in each kitchen

34 or will be made available through an online electronic platform. Job descriptions, tasks and

35 responsibilities will be stored online. Updates to the manual will be made as needed or as

36 revisions are implemented.

37

38

39 **Section 2.2.2. Dress Code.**

40 Professionally appropriate work wear shall consist of ankle length pants/jeans and appropriate

41 top, socks and clean, low-heeled, closed toe, slip resistant shoes.

42

43 **Section 2.2.3. Preparation Day(s).**

44 At least one day of each work year will be used to prepare for the coming school year. The

45 activities may consist of attending a mandatory meeting (facilitated by the Director of Nutrition

46 Services/Designee) and opening kitchens.

47

1 **Section 2.2.4. Cleaning Duties.**

2 It is the responsibility of the kitchen to ensure that ovens are cleaned once per year. The  
3 Director of Nutrition Services will be notified of the dates and time of the oven cleaning.  
4 Employee's cleaning ovens will be paid their normal rate of pay at time and a half. Exception:  
5 employee's cleaning Combi Ovens (self-cleaning ovens) will be paid at their normal hourly  
6 rate of pay.

7  
8 No Nutrition Service employee, regardless of position, will be required to do heavy scrubbing  
9 work, empty garbage cans, clean garbage cans, or clean toilets.

10  
11 **Section 2.2.5. Kitchen Maintenance.**

12 By April 1 of each year, staff in each kitchen will prepare a list of equipment in need of testing  
13 and/or repair. Listed equipment will be tested/repared during the summer.

14  
15 The Manager I/Manager II in each kitchen will be responsible for immediately contacting the  
16 Director of Nutrition Services and the department Administrative Assistants, orally and in  
17 writing, when equipment is not functioning properly and is in need of repair during the school  
18 year.

19  
20 **Section 2.3. Paraeducators, Education Support Specialists, and Classified Nurses.**

21  
22 **Section 2.3.1. Job Duties & Assignments.**

23 The job assignment of bargaining unit members may vary from building to building as directed  
24 by the Supervising Administrator. School buildings and departments are allotted a specific  
25 number of hours of paraeducator time annually depending on annual student needs and budget.  
26 The duties of bargaining unit employees must be related to District responsibilities. Employees  
27 shall only be requested to perform tasks related to school or District functions.

28  
29 Prior to October 1 of each school year, each employee shall meet with the Supervising  
30 Administrator and/or person to whom he/she is immediately responsible to discuss respective  
31 responsibilities and to develop a written list of specific responsibilities. Additionally, each  
32 building Principal will provide every paraeducator in his/her building with a written procedure  
33 for the discipline of students by Para Educators in their building.

34  
35 In the event that significant changes in responsibilities are anticipated to occur in the  
36 employee's current position(s) during the course of the school year, prior to any permanent  
37 change occurring, the supervisor will meet with the employee(s) to discuss the change and  
38 determine any additional training necessary for the employee.

39  
40 Employees shall not be required in the performance of their duties to drive school children in  
41 their personal vehicle unless the employee agrees to do so and has had the required District  
42 authorization.

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

## ARTICLE III

### RIGHTS OF THE EMPLOYER

#### **Section 3.1. Reasonable Rules and Regulations.**

The right to make reasonable rules and regulations shall be considered the 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 obligations imposed by this Agreement.

#### **Section 3.2. District Rights.**

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this contract, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for just cause; and the right to release employees from duties because of lack of work. The District shall retain the right to maintain efficiency of the District operation by determining the methods and the means by which operations undertaken by the employees in the unit are to be conducted.

## ARTICLE IV

### RIGHTS OF THE EMPLOYEES

#### **Section 4.1. Union Participation.**

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

#### **Section 4.2. Matters of Concern.**

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

#### **Section 4.3. Representation at Meetings (Weingarten Rights).**

Employees subject to this Agreement shall have the right to have an Association representative present at meetings involving themselves and supervisors or other representatives of the District; provided that such meetings might result in formal discipline. Employees shall be informed in advance of the nature of such meetings and shall be given sufficient time to arrange for their representatives to be present at such meetings.

1 **Section 4.4. Non-Discrimination.**

2 Neither the District nor the Association shall discriminate against any employee subject to this  
3 Agreement per District Policy 5010 and current law.  
4

5 **Section 4.5. Personnel File.**

6 Each employee shall have one (1) personnel file to be located in the District Office. Each employee  
7 shall be provided a copy of all material placed in his or her personnel file within five (5) days of its  
8 insertion and may review and copy the entire file upon request. All derogatory material (not including  
9 evaluations) contained in the file shall be removed no later than three (3) years after its placement in  
10 the file. An employee may attach comments to any material that is a part of their personnel file.  
11 Administrators, Supervisors, and Directors may maintain working files on employees.  
12

13 The District has the right to retain documents and files regarding investigations, grievances,  
14 background checks, medical information, and any other documentation required by law. Such  
15 information and documentation will be kept in a separate file in the Human Resources Department.  
16

17 **Section 4.6. Safe Working Environment.**

18 The District and the Association recognize the right of employees to have a workplace that meets legal  
19 standards for safety and health and pledge their joint efforts to ensure that all such standards are met.  
20 In the event the employee is assigned to a position wherein his/her physical health or physical safety is  
21 in jeopardy, the District will take any necessary steps to reduce the risk of illness or injury.  
22

23 The employee has the right to refuse to continue to be placed in the dangerous situation until a written  
24 plan is in place to reduce the risk of physical illness or injury. The written plan will be provided to the  
25 employees who are affected by that plan. Refusal in such cases will not subject the employee to  
26 discipline.  
27

28 Employees will be provided a secure area for personal belongings. In addition, an adult-size chair will  
29 be provided in the classroom upon employee request.  
30

31 **Section 4.7. Employee Protection.**

32 The District shall carry employees as insured in its district liability insurance program. Employees  
33 shall be given the same levels of protection as all other employee groups.  
34

35 A) **Loss or Damaged Property:** The District shall reimburse employees for replacement of personal  
36 property damaged, destroyed, or stolen during the course of their employment. Such  
37 reimbursement shall be for the amount of the loss, not to exceed the amount of the employee's  
38 personal insurance or one hundred dollars (\$100.00), whichever is less.  
39

40 B) **Vehicle Damage:** The District shall reimburse employees for vandalism damage to an employee's  
41 vehicle under the following conditions:

- 42 1) The employee claiming the loss must be the registered owner (or spouse) of the vehicle that  
43 has been damaged.
- 44 2) The vandalism must have occurred while the employee was on shift and at the employee's  
45 work location.
- 46 3) Reimbursement shall be one-half the amount of the loss or one-half the employee's  
47 deductible, whichever is less, but not to exceed hundred dollars (\$100.00).

1 4) An affidavit shall be required to be signed by the employee stating the date, place, and  
2 nature of the damage, loss, or destruction of such property.

3  
4 C) Threats: Any employee who is threatened with physical harm by any person or group while  
5 carrying out assigned duties shall immediately notify his/her immediate supervisor and, if  
6 necessary, the appropriate law enforcement authority. Reasonable steps shall be taken by the  
7 District in cooperation with the employee to reasonably provide for the employee's safety.  
8 Precautionary measures for the employee's safety shall be reported to the employee.  
9

10 **Section 4.8. Right of Refusal.**

11 Under the parameters of RCW Chapter 28A.210, unlicensed employees asked to administer  
12 medications or perform nursing services shall be provided the training and right of refusal as described  
13 in the respective chapter. An employee who exercises this right may be reassigned should the duties be  
14 a required part of the position.  
15

16 **Section 4.9. Evaluations.**

17 The purpose of observations and evaluation is not only to observe the quality and quantity of the work  
18 of the employee but shall be used to evaluate and guide the employee in the performance of the  
19 employee's duties in a positive and helpful manner. The District will distribute a copy of the  
20 evaluation form at the beginning of each school year to all employees within the bargaining unit.  
21

22 A) All employees shall be evaluated annually no later than June 1 of each calendar year, by the  
23 Supervising Administrator/designee utilizing the designated evaluation form for the position.  
24 Evaluators may seek feedback from other staff during the evaluation process. Upon completion  
25 of an evaluation by the Supervising Administrator/Designee, the employee will be provided a  
26 copy of the evaluation as well as copies of all written reports on the observation of the person's  
27 performance. Employees will have the opportunity to discuss the results of the evaluated  
28 observations with their evaluator.  
29

30 B) No annual evaluation will contain anything less than a "Satisfactory" or "Meets Expectation"  
31 (ME) rating unless the issue has previously been addressed with the employee. At any time an  
32 employee's performance is deemed to be less than satisfactory, the Supervising  
33 Administrator/Designee will meet with the employee to discuss the performance concerns and  
34 address areas where the employee will need to improve.  
35

36 C) The employee will sign the School District's copy of the evaluation report to indicate that he or  
37 she has received a copy of the report. The signature of the employee does not, however, imply  
38 that the employee agrees with the contents of the evaluation report.  
39

40 D) A copy of the written evaluation will be placed in the employee's personnel file. The employee  
41 shall have the right to attach a written statement to the evaluation within ten (10) school days  
42 following the evaluation. Evaluations will remain in the employee's personnel file for seven (7)  
43 years.  
44

45 **Section 4.10. Notice of Reasonable Assurance.**

46 Employees shall be notified prior to the end of the school year of the District's intent to rehire them for  
47 the succeeding school year.  
48



1 **Section 4.11. Employee Assistance Program.**

2 An Employee Assistance Program (EAP) will be offered to the employees at the expense of the  
3 District. Notification of such a program and any brochures or other information will be provided at the  
4 request of the employee and initially upon hire. The Employee Assistance Program may be eliminated  
5 due to budget constraints.  
6

7 **Section 4.12. Health Emergency Labor Standards Act.**

8 The District will comply with the Health Emergency Labor Standards Act to the extent required by  
9 law. In addition, both parties agree to negotiate the impact of changes to working conditions due to  
10 HELSA requirements after the declaration of a health emergency.  
11  
12  
13

14 **ARTICLE V**

15 **RIGHTS OF THE ASSOCIATION**

16  
17  
18 **Section 5.1. Right to Represent.**

19 The Association has the right and responsibility to represent the interests of all employees in the unit,  
20 to present its views to the District on matters of concern either orally or in writing, and to enter into  
21 collective negotiations with the object of reaching an agreement applicable to all employees within the  
22 bargaining unit.  
23

24 **Section 5.2. Notice of Discipline or Grievance.**

25 The Association shall promptly be notified by the District of any grievances beyond Step 1 or  
26 disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and  
27 Grievance Procedure Articles contained herein. The Association is entitled to have up to two (2)  
28 observers at hearings arising out of grievance and to make known the Association's views concerning  
29 the case.  
30

31 **Section 5.3. Access to New Employees of the Bargaining Unit.**

32 The District will notify the Association of all new hires upon board approval. The school district will  
33 provide the union reasonable access to new employees of the bargaining unit for the purposes of  
34 presenting information about their exclusive bargaining representative (PSE). This voluntary thirty  
35 (30) minute meeting may occur at the new hire's discretion within ninety (90) days of their hire date. If  
36 meeting during the work shift creates a burden, then the district will pay for an additional thirty (30)  
37 minutes of extra paid time before or after the new hire's shift.  
38

39 **Section 5.3.1. Information to New Employees.**

40 Each new employee shall be provided an orientation specific to their position as well as the  
41 contact information for the Association President. New employees will be directed to the  
42 district website pertaining to all benefits they are entitled to within two (2) working weeks after  
43 hiring.  
44

45 **Section 5.4. Association Leave.**

46 The President of the Association or his/her designated representatives will be provided time off to a  
47 maximum of forty-eight (48) hours total with pay per year to carry out the duties of his/her office.  
48

1       **Section 5.4.1. Extended Association Leave.**

2       A leave of absence for Mead Support and Service Professionals PSE member requested by the  
3       Public School Employees of Washington/SEIU Local 1948 State organization may be granted  
4       to the employee. All costs associated with the employee's absence will be reimbursed by PSE  
5       of Washington. Request for release time will be handled through the Director of Human  
6       Resources.

7  
8       **Section 5.5. Notification of the Presence of Union Representatives.**

9       Representatives of the Association, upon making their presence known to the District, shall have  
10      access to the District premises during business hours, provided, that no conference or meeting between  
11      employees and Association representatives will in any way hamper or obstruct the normal flow of  
12      work.

13  
14      **Section 5.6. Delegation to PSE.**

15      The Association reserves and retains the right to delegate any right or duty contained herein to  
16      appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State  
17      Organization.

18  
19      **Section 5.7. Use of District Facilities.**

- 20      A) The District shall provide a bulletin board at each worksite for the use of the Association. The  
21      Association shall have the right to post notices of activities and matters of Association concern on  
22      these bulletin boards. The bulletins posted by the Association are the responsibility of the officials  
23      of the Association. Each bulletin shall be signed by the Association official responsible for its  
24      posting. Unsigned notices or bulletins may not be posted. There shall be no distribution or posting  
25      of information, pamphlets, or advertisements for or against federal, state, or local political matters  
26      on District property.
- 27  
28      B) The Association shall have the right to use District email service and staff mailboxes for  
29      communication.
- 30  
31      C) District facilities may be used for meetings and to transact official business, except if the business  
32      relates to issues defined as work stoppage. The Association shall use the district facilities request  
33      form to secure use of the location if it is not otherwise in use. The Association shall pay for the  
34      reasonable costs' incidental to such use.
- 35  
36  
37

38                                   **ARTICLE VI**

39  
40                   **APPROPRIATE MATTERS FOR NEGOTIATION AND LABOR MANAGEMENT**

41  
42      **Section 6.1. Matters for Negotiation.**

43      It is agreed and understood that matters appropriate for consultation and negotiation between the  
44      District and the Association are matters relating to or affecting hours, wages, grievance procedures,  
45      benefits bargainable by law and general working conditions of employees in the bargaining unit  
46      subject to this Agreement.

1 **Section 6.2. Labor Management.**

2 In order to promote communications, the parties agree to meet on a mutually agreeable regular basis to  
3 hold Labor/Management meetings to discuss matters of mutual concern.

- 4 A. The Association will designate up to four (4) members to attend Labor/Management meetings,  
5 composed of the Association President and three (3) bargaining unit members selected by the  
6 Association's Executive Board.
- 7
- 8 B. The District delegation will consist of District administration and/or designated  
9 representative(s). Additional persons may participate as requested by either party.
- 10
- 11 C. These meetings shall not take the place of negotiations but are intended for the purpose of  
12 maintaining communications in order to cooperatively discuss and resolve issues or problems  
13 of mutual concern to the parties.
- 14
- 15 D. If Labor/Management meetings are held during regular work hours PSE members shall be paid  
16 for time spent in Labor/Management meetings, as well as any substitutes to cover in their  
17 absence.
- 18
- 19

20 **ARTICLE VII**

21 **HOURS OF WORK AND OVERTIME**

22 **Section 7.1. Shifts.**

23 Work shifts shall be assigned by the Supervising Administrator/Designee. Each shift shall have a  
24 definite beginning and ending time, and applicable break and lunchtimes shall be designated. All  
25 employees must work their assigned shift as designated by the district, any variations to work times  
26 must be pre-approved by the Supervising Administrator/Designee and shall be compensated at the  
27 employee's regular rate unless otherwise stipulated in this Agreement.

28

29

30 **Section 7.1.1. Last Day Flex Time.**

31 To accommodate the last day of school, Paraeducators, Education Support Specialists and  
32 Classified Nurses may, with Supervising Administrator pre-approval, flex their time during the  
33 week prior as long as it does not put them into overtime status, so they may leave at the same  
34 time as the certificated staff.

35

36 **Section 7.2. Break and Lunch.**

37 Employee break and lunch periods will be provided as follows:

38 **Actual Hours Worked**

- 39 A. From 3 to 4 hours and 59 minutes - Fifteen (15) minute break
- 40 B. From 5 to 5 hours and 59 minutes - Fifteen (15) minute break and  
41 Thirty (30) minute unpaid, uninterrupted lunch
- 42 C. From 6 or more hours worked - Two fifteen (15) minute breaks (one in each half shift)  
43 and Thirty (30) minute unpaid, uninterrupted lunch
- 44

45 Individuals hired prior to September 1, 2021 who work less than three (3) hours will have their fifteen  
46 (15) minute break grandfathered into their schedule. Individuals hired prior to September 1, 2020 who  
47 work less than five (5) hours will have their lunch break grandfathered unless they either have  
48 previously waived the lunch break or choose to waive the lunch break beginning September 1, 2021.

1 **Section 7.2.1. Working through Breaks or Lunch.**

2 Employees required to work through their break or regular lunch period will be provided an  
3 alternate break or lunch time agreed upon by the employee and the supervisor. When a  
4 scheduled rest break is unachievable, "mini" rest breaks may be taken instead of a scheduled  
5 fifteen (15) minute rest break. These "mini" rest breaks must total at least fifteen (15) minutes  
6 over a three (3) hour period.

7  
8 When an employee's assigned uninterrupted lunch period is interrupted as directed by a  
9 Supervisor, and no adjusted time can be provided, the employee shall be compensated for the  
10 foregone lunch period at the employee's hourly rate of pay.

11  
12 **Section 7.3. Overtime.**

13 All hours compensated in excess of forty (40) hours in any week shall be compensated at the rate of  
14 one and one-half (1½) times the employee's regular hourly rate.

15  
16 **Section 7.4. Additional Hours Worked (Extra Time).**

17 Additional duties associated with the employee's regular assignment that fall outside of the regular  
18 workday will be compensated as extra time. These additional duties include but are not limited to:

- 19 A. After school supervision activities (during sports, programs, concerts, etc.).  
20 B. Supervision coverage for late buses.  
21 C. Tutoring.  
22 D. Academic enrichment.  
23 E. Staff Retreats for team building or planning purposes.  
24 F. Extra hours available for the beginning and ending of the school year.

25  
26 **Section 7.4.1. Education Support Specialists.**

27 Education Support Specialists shall have the option of working extra hours. Such time will be  
28 in increments of no less than one-half (.5) hour. The extra time must be preapproved by the  
29 supervisor.

30  
31 **Section 7.4.2. Building/Department Meetings.**

32 Budget permitting, the District will allocate building and department level funds to pay hourly  
33 employees to be included in building or district level planning meetings, staff collaboration and  
34 committees as deemed appropriate by the Supervising Administrator. Pay for this time will be  
35 considered extra time when outside of the employee's regular work schedule. See Section  
36 13.4.1 for meetings or in-service that provide training.

37  
38 **Section 7.4.3. Extended Day Trips.**

39 An extended day trip is defined as a trip where no lodging/sleeping accommodations are  
40 required (return time may be after midnight). Employees who are required to go on extended  
41 day trips will be paid their appropriate hourly rate for the duration of the trip.

42  
43 **Section 7.4.4. Overnight Trips.**

44 An overnight trip is defined as a trip where lodging/sleeping accommodations are arranged  
45 through the District for at least one night.

- 46  
47 A. Monday through Friday: Employees will be paid their appropriate hourly rate for time  
48 worked for up to ten (10) hours above their regular contracted workday.

- 1
- 2 B. Saturday & Sunday: Employees will be paid their appropriate hourly rate for time
- 3 worked for up to sixteen (16) hours per day. In addition, a fifty-dollar (\$50.00) weekend
- 4 stipend will be paid per day.
- 5 C. The federal per diem rate will be used to determine the amount of meal per diem for
- 6 overnight trips.
- 7 D. All hours submitted will be verified by the trip itinerary once the trip is complete.
- 8 Employees will submit trip hours on their timesheet and discuss any discrepancies from
- 9 the itinerary with their supervisor for approval of payment.
- 10 E. Employees who are called to work by a trip supervisor during the designated sleeping
- 11 time will receive their appropriate pay for a minimum two (2) hours and are required to
- 12 show documentation on their timesheet. If called to work by someone other than a trip
- 13 supervisor, the employee will report the call back to the trip supervisor as soon as
- 14 possible the following day.
- 15

16 **Section 7.5. Nutrition Services Additional Provisions.**

17

18 **Section 7.5.1. Extra Time.**

19 Extra time will be allowed when the meals per labor hour exceed the current parameters in a

20 kitchen to allow for the time to demonstrate a pattern. That time will be distributed amongst the

21 kitchen staff as determined by the Nutrition Services Director in consultation with the Manager

22 I/II.

23

24 **Section 7.5.2. Catering.**

25 Catering is defined as any time a person or group is utilizing the district kitchens. All catering

26 will have a Nutrition Service employee on site for the length of the kitchen use.

27

28 Work assignments for catering events will be arranged by the applicable kitchen Manager I or

29 Manager II with assistance from the Nutrition Services Director/Designee as needed. Staffing

30 opportunities will be offered to the event's building nutrition staff first, prior to offering to

31 others.

32

33 An employee who works catering shall be compensated a minimum of two (2) hours pay as

34 follows:

35

- 36 A. There will be a designated manager for every catering event appointed by the building
- 37 kitchen manager upon consultation with the department Director. The designated
- 38 Manager will be paid a minimum of Manager II pay at time and a half for district events
- 39 and double time for outside group events. (Manager I pay if the employee is a Manager
- 40 I.)
- 41 B. All other employees will receive their normal rate of pay at time and a half.
- 42 C. If events take place on a Sunday, the employees shall receive pay at double time.
- 43 D. An employee who works catering for outside groups, such as Boy Scouts, workshops,
- 44 etc., shall receive the appropriate level of pay at double time.
- 45 E. All employees who work catering for Washington School Nutrition Association
- 46 (WSNA) events will receive their normal rate of pay at time and a half.
- 47

1 **Section 7.5.3. Additional Contract Time.**

2 When a kitchen site demonstrates a pattern within a school year of three (3) months meals per  
3 labor hour exceeding the current standard, additional time will be assigned.

- 4
- 5 A. When new additional time is assigned to a building, such time will be offered to the  
6 employees in the building, unless such time is determined to be a "new position". No  
7 employee will be given more than one (1) hour per day per year. If a new position is  
8 assigned to a building, the time associated with that position will be posted per Section  
9 10.5.
- 10 B. The Director of Nutrition Services/or designee with input from the kitchen manager  
11 shall determine the distribution of additional time in a manner deemed to best fit the  
12 needs of the kitchen.
- 13 C. Employees shall not receive additional time if it would result in the employee being  
14 assigned more than eight (8) hours per day.
- 15

16 **Section 7.5.4. Decreased Time.**

17 When meals per labor hour do not meet current parameters for a period of three (3) months,  
18 hours allocated to the kitchen may be decreased. That time will be decreased amongst the  
19 kitchen staff as determined by the Nutrition Services Director in consultation with the Manager  
20 I/II.

21

22 **Section 7.5.5. Volunteer List.**

23 A volunteer list of Cook III employees who have worked with the District for one (1) year or  
24 more will be established for the purpose of filling Cook II positions that are vacated due to an  
25 absence of five (5) days or more.

26

- 27 A) Vacated positions will be offered first to the Cook III's assigned to that building.
- 28 B) If unfilled within the building the vacated position will then be filled utilizing the  
29 volunteer list. Each Cook III will be approved prior to assignment in the kitchen by the  
30 Manager I/Manager II, and the Nutrition Services Director.
- 31

32 **Section 7.5.6. Temporary Moves.**

33 The District reserves the right to move cooks on a temporary basis for the "Good of the  
34 District". When a cook is moved to a temporary position that is less in hours than their current  
35 contracted position, the cook will be required to work their total contracted hours between their  
36 temporary and regular position. When possible, no more than two (2) employees should be  
37 gone from a high school and no more than one (1) from a middle school. When both cooks are  
38 absent from a two-person kitchen, an Elementary Manager II or a Cook II from another school  
39 will be assigned to substitute.

40

41 **Section 7.6. Bus Attendants Additional Provisions.**

42 **Section 7.6.1. Working Hours.**

- 43 A) Bus Assistants with a midday or late activity route will be paid a minimum of one (1) hour.
- 44 B) Bus Assistants who have a modified scheduled route, not attached to an existing route, will  
45 be paid a minimum of one (1) hour of extra time.
- 46
- 47

1 **Section 7.6.2. Route Assignment AM/PM/Midday.**

2 Routes will be determined and bid on annually by the fifteenth (15th) school day of the year.  
3 Routes will be filled on seniority basis. Route assignment will be set for the duration of the  
4 school year unless the employee applies and is awarded a new or open position. There is no  
5 trial period with the annual bid.

6  
7 When additional continuing time is added to a route the Bus Assistant assigned to that route  
8 will also receive the increase in time (Section 17.2.3. – Rounding of Hours).

9  
10 Route increases that are temporary in nature (i.e., McKinney-Vento students, modified  
11 scheduled students, etc.) will be added to the route as extra time for the Bus Assistant assigned  
12 to that route.

13  
14 **Section 7.6.3. New or Open Positions.**

15 Bus assistant positions will be posted within the transportation department (building) for two  
16 (2) days. If after two (2) days there are no qualified applicants, the district will post the position  
17 simultaneously for five (5) days in-district and out of district per Section 10.5.

18  
19 Bus Assistants accepting assignment to a new or open position after the initial bid each year  
20 shall have two (2) workdays as a trial period. The trial period may be waived in writing upon  
21 mutual agreement of the employee and their supervisor.

22  
23 **Section 7.6.4. Loss of Midday Route Assignment.**

24 In the event an employee's midday route is discontinued during the school year, the employee  
25 will be offered the next new or open midday route. If the next new or open midday route has  
26 hours greater than the discontinued route, it must be posted before being filled. This allows bus  
27 assistants with higher seniority who currently have a midday route the opportunity to bid for  
28 more hours. The remaining route will be offered to the employee whose route was  
29 discontinued. If the employee declines that route, the route will be posted for consideration by  
30 other bus assistants. The employee who was affected by the discontinued route may bid on  
31 subsequent routes with all other bus assistants.

32  
33 **Section 7.6.4.1. Midday Substitutes.**

34 Bus Assistants will be scheduled for substitute duty on midday runs on a rotation basis  
35 by seniority provided they have signed up to substitute midday. The list will be  
36 maintained by the Transportation Department and new hires will be provided the  
37 opportunity to sign up within five (5) days of hire date. In the event where notification  
38 that a substitute is required doesn't allow adequate time to follow this process, the  
39 duties will be assigned by the supervisor and/or their designee.

40  
41 If a Bus Assistant chooses to remove their name, they must do so in writing to the  
42 Transportation Department. An employee's name on the midday substitute list may only  
43 be changed twice during the school year. After the second removal from the substitute  
44 list their name shall remain off the list for the remainder of the school year.

45  
46 **Section 7.6.5. Prep time.**

47 Each Bus Assistant will receive thirty (30) minutes daily (15 minutes AM and 15 Minutes PM  
48 route) to be used to gather the phone and route book, do paperwork, clean, and disinfect

equipment used in the transporting of students and other miscellaneous duties that may occur. Bus assistants should also use this time to accommodate for unusual circumstances, to include but not limited to dealing with student management, routing issues, dealing with school staff.

**Section 7.6.6. Extra Time.**

In the event of extended route time, Bus Assistants will be paid for all time worked.

**Section 7.6.7. Substitute Bus Driver.**

Employees with a valid school bus driving authorization, if available, may be utilized to drive a school bus when the need occurs. The employee will be paid an additional one dollar fifty cents (\$1.50) per hour over their current rate of pay or Step I on the bus driver's contract, whichever is greater, for time worked as a substitute bus driver.

**Section 7.6.8. Physicals, Licensing and Testing.**

Bus Assistants with a valid school bus driving authorization are required to participate in the federal, state and district's mandated drug and alcohol testing program.

- A. Costs associated with testing will be covered by the district. The District will reimburse bus assistants for their driver's license renewal in accordance with state requirements for renewal intervals of Class B CDL licenses.
- B. To be eligible for reimbursement, the bus assistant must be certified and authorized by OSPI to drive a school bus for the District at the time of renewal. If the bus assistant is on extended leave at the time of renewal, District will reimburse the bus assistant upon return to work. Additional endorsement options would be at the discretion and expense of the employee.
- C. The district will pay the cost of the bus assistant's DOT physical examination every twenty-four (24) months or following the DOT guidelines if required more often. The district has established an arrangement with qualified facilities to provide required physical examinations. Bus assistants have the option of obtaining the physical examination from the district appointed facility or from a FMCSA certified and registered private physician. Bus Assistants who decide to use their own FMSCS certified and registered physician will be reimbursed the cost for the exam up to a maximum of the normal charge of the district pre-approved clinic.

**Section 7.7. Nurses Additional Provisions.**

**Section 7.7.1. Additional Contracted Workdays.**

A schedule of two extended days for classified nurses will be established by Student and Family Services Administration before the start of the school year in August to prepare for the upcoming school year.

**Section 7.8. Paraeducators Additional Provisions.**

**Section 7.8.1. Additional Time.**

When additional new continuing time becomes available such time will be offered to the employees in a school building according to seniority and availability under the following criteria:

- A) Availability is based upon employees who are not currently working during the entire time frame of the new additional time.



- B) If no one in the building accepts the time, the additional time will be posted.
- C) No employee will be given more than two (2) new hours per day per year. If no employees are available during this time, it will be posted per Section 10.5.
- D) This language does not apply to ESS positions, assistants and associates and employees in positions within special programs, including but not limited to: one-on-one paraeducators, and ELL paraeducators.

#### **Section 7.9. Emergency School Closure, Delayed Opening.**

In the event that it becomes necessary to close or delay opening school(s) because of inclement weather, or other emergency reasons, the District shall make every effort to notify the radio and television stations and post notifications on the District website and social media by 6:30 A.M. Additionally, the District will use telephone notification systems when accessible.

##### **A) Delayed Opening:**

When a school is delayed or designated as a late start, employees are required to report to their jobs as close to the beginning of the start of their shift as safe as they possibly can in a safe and reasonable time frame. Employees should communicate with their Supervising Administrator regarding any anticipated delays or issues in getting to work on these days. If, however, an employee is unable to report to work emergency leave or annual leave may be utilized.

The exception to this is for Bus Assistants. Bus Assistants will work their regular number of hours, but their route times will be delayed by the late start. Bus Assistants will report to work 2 hours later for their routes as directed by the Supervising Administrator.

##### **B) Emergency Closure/Early Release:**

This provision does not preclude the District from closing school(s) early in the event an emergency developed later in the day, if further evaluation of developing hazardous conditions warrants closure, employees will remain on duty until their students have been cleared from school properties and then released from work and not required to make up the rest of their day. Employees will not suffer a loss of wages and benefits.

##### **C) School Closure:**

When an individual building is closed because of an emergency condition, the decision of which staff should or should not report for duty will be made following the decision to close the school. If employees are not required to report for duty, there will be no deduction in salary, subject to making up lost days. In the event that an emergency closure causes an employee to miss time, which will need to be made up, the employee will be paid only for the time actually made up by the employee.

In the event notification is not provided a minimum of one (1) hour prior to the employee's assigned start time or if an employee is required to report to work even though school is closed, they will be paid for a minimum of two (2) hours. The expectation is that the two hours paid will be worked. This time will be paid via extra time verified by the Supervising Administrator.

##### **D) Makeup School Days:**

When the District is required by law to make up days missed due to emergency closure, scheduling of makeup days shall be scheduled by the District. Employees shall not receive additional compensation for such makeup days.

1 E) Waived School Days:

2 In the event the Office of the Superintendent of Public Instruction approves a waiver for school  
3 closures due to emergency circumstances; resulting in school days that will not be made up by  
4 students in person or virtually, no employee shall suffer loss of wages or benefits.  
5  
6  
7

8 **ARTICLE VIII**

9  
10 **HOLIDAYS**

11  
12 **Section 8.1. Holidays.**

13 All employees shall receive the following paid holidays:  
14

- 15 1) New Year's Day
- 16 2) Martin Luther King, Jr. Day
- 17 3) Presidents' Day
- 18 4) Memorial Day
- 19 5) Labor Day
- 20 6) Veterans Day
- 21 7) Thanksgiving Day
- 22 8) Day after Thanksgiving
- 23 9) Christmas Eve Day
- 24 10) Christmas Day
- 25

26 **Section 8.2. Worked Holidays.**

27 Employees who are required to work on the above described holidays shall receive the pay due them  
28 for the holiday, plus twice their current rate for all hours worked on such holidays.  
29  
30  
31

32 **ARTICLE IX**

33  
34 **LEAVES**

35  
36 **Section 9.1. Injury, Illness, and Emergency Leave ("Sick Leave").**

37 Sick leave is defined as absence from duty because of the employee's injury or illness and for which  
38 no deduction is made in compensation of the employee. Each employee shall accumulate twelve (12)  
39 days of sick leave per year. An employee employed less than a full work year shall be entitled to a  
40 proportionate part of the sick leave allowance calculated as follows: An employee who is compensated  
41 for twelve (12) workdays in any calendar month will be given credit for the full calendar month.  
42

43 Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred  
44 eighty (180) days. The District shall credit the employee with the number of annual days of sick leave  
45 at the beginning of the school year. Sick leave benefits shall be paid at the hourly rate applicable to the  
46 employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits  
47 will be expended on an hourly rather than a daily basis.

1 Employees may use sick leave in cases of emergency. An emergency is defined as an unforeseen and  
2 unavoidable crisis event of grave consequences that prevents the employee from performing regular  
3 school duties. Request for leave is made to Human Resources Department.

4  
5 **Section 9.1.1. Documentation.**

6 Any employee entitled to sick leave required to be absent in excess of five (5) consecutive days  
7 may be required to provide verification by a written statement from his/her physician. Requests  
8 for sick leave must be made as early as possible so that a substitute may be secured.

9  
10 Leaves of five (5) days or more must be coordinated with the Human Resources Department.  
11 Accumulated sick leave may be used or retained if a long-term leave of absence for a health  
12 condition(s) is granted.

13  
14 **Section 9.1.2. Use of Sick Leave for Immediate Family.**

15 Accumulation of sick leave as earned above may be expended for illness in the immediate  
16 family. Immediate family shall be as defined in Section 9.7. of this Agreement. If the leave is  
17 granted based upon the health of a spouse or dependent, sick leave may be used at the option of  
18 the employee.

19  
20 **Section 9.2. Sick Leave Cash Out.**

21 In January, any eligible employee may elect to cash out excess sick leave as hereinafter provided.

- 22  
23 A) An eligible employee is one who has accumulated in excess of sixty (60) full days of unused  
24 sick leave as of the last pay period of the prior year.  
25 B) Written notice of the intent to cash out unused sick leave must be returned to the District during  
26 the month of January.  
27 C) Any eligible employee may elect to cash out unused sick leave accumulated the previous year  
28 at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days  
29 of accrued sick leave in excess of sixty (60) days.  
30 D) Compensation received pursuant to this policy shall not be included for the purpose of  
31 computing a retirement allowance under any public retirement system in the State.  
32 E) Payment shall be included in the February payroll. Required Federal and State tax deductions  
33 will be made at this time.

34  
35 **Section 9.3. Conversion of Sick Leave upon Retirement or Death.**

36 All unused sick leave days that have been accumulated by an eligible employee at a rate of  
37 accumulation no greater than one (1) full day per month may be cashed out upon the employee's  
38 termination of employment due to retirement or death.

39  
40 An "eligible employee" for the purposes of this policy shall mean those employees who qualify  
41 pursuant to RCW 28A.400.210.

42  
43 At the time of separation from School District employment, an eligible employee or the employee's  
44 estate, as defined in RCW 28A.400.210, shall be cashed out at a rate equal to one (1) day's current  
45 monetary compensation for each four (4) days of accrued sick leave. Such accrual shall not exceed one  
46 hundred eighty (180) days unless otherwise provided by statute.

**Section 9.3.1. Conversion of Sick Leave to VEBA or Cash.**

Monies received due to conversion of sick leave as provided herein may, at the option of the bargaining unit, be assigned to the retiree's VEBA account, as allowed by law. Whether the monetary compensation may be cashed out or placed in VEBA is determined annually by the bargaining unit through a majority vote of the membership.

**Section 9.4. Leave Sharing.**

Employees may participate in Leave Sharing as per Board Policy and RCW 41.04.665.

**Section 9.5. Work Related Injury Absence.**

A) In the event employees are absent for reasons covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn.

A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. In the absence of accumulated sick leave, the employee shall receive only the amount paid by the Department of Labor and Industries.

B) An employee who sustains a personal injury or illness covered by Workers' Compensation may determine to use such Workers' Compensation payments to buy back sick leave days. The number of sick leave days to be recovered shall be calculated by dividing the employee's daily rate of pay into the total Workers' Compensation payments.

C) **Physical Assault:** Employees who suffer injury caused by a deliberate physical attack by a student, parent, guardian of a student, or other individual, during the course of their employment, will have the ability to receive additional sick leave buy back up to their full daily hours (keep employee whole) for up to twenty (20) days through the process referenced in B above through the following steps:

- 1) Mead School District Employees Accident Report is completed and turned into the appropriate district official within forty-eight (48) hours.
- 2) Employee contacts ESD101 as instructed on the Accident Report form.
- 3) Employee seeks professional medical care, and the medical provider authorizes/approves the employee to miss work.
- 4) Time loss is awarded under Workers Compensation.
- 5) Employee utilizes sick leave pay during time not worked and submits Workers Compensation payment to buy back sick leave.
- 6) In the absence of sick leave, the employee must contact HR to request Leave without Pay and Physical Assault supplemental leave for the portion of their day that is otherwise not covered by Workers Compensation.

**Section 9.6. Annual Leave (Personal Leave).**

A maximum of three (3) days of annual leave are provided for all employees based on the employee's scheduled employment hours per day to be used for an absence during work hours, or to be accumulated for the purpose of cash out.

Six (6) annual leave days, if available, may be taken or cashed out in each contract year, in accordance with the annual VEBA agreement.

Unused annual leave may be accumulated to a maximum of thirty (30) days for the purpose of cash out at separation. All annual leave cash out shall be at the employee's current rate of pay in accordance with the annual VEBA agreement. The purpose of this limitation of the number of days is to avoid incurring excess compensation costs as defined by the Department of Retirement Systems.

The use of more than six (6) annual leave days may be granted by the superintendent/designee. Requests to use more than six (6) annual leave days should be submitted in writing to the Human Resources Department accompanied by Administrative Supervisors support. Request should be submitted at least thirty (30) days in advance except in emergency circumstances.

#### **Section 9.7. Bereavement Leave.**

Bereavement leave will be provided up to a maximum of five (5) days, based on the employee's scheduled employment hours per day, for a death of an immediate family member. Immediate family is defined as the parent, spouse, sister, brother, son, daughter, niece, nephew, aunt, uncle, grandparent, grandchild, like relationships of the spouse, or step-relationships, or any person living in the employee's household.

- A) Up to two (2) days will be granted for bereavement for a person of close personal ties.
- B) In cases where emergency factors of long distance are involved, the employee may request up to two (2) additional days of leave. This leave is to be approved in advance through the Human Resources Department.
- C) Additional leave may be taken under the terms of this provision and shall be deducted from the employee's accumulated sick leave.

#### **Section 9.8. Jury Duty & Subpoena Leave.**

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court on a scheduled workday. The employee shall notify the District when notification is received to serve on jury duty by providing a copy of the jury summons.

In the event that an employee is party in a court action, such employee may use personal leave or request unpaid leave. A copy of the jury summons or subpoena shall be attached to the employee's request. Additional documentation of days served may be required.

#### **Section 9.9. Faith or Conscience Leave.**

Each employee covered by this Agreement is entitled to unpaid leave as required by law.

#### **Section 9.10. Family Medical Leave.**

Family Medical Leave and Washington State Family Leave Acts will be implemented according to state and federal law. Any eligible employee is entitled to a total of twelve (12) workweeks of Family and Medical Leave during any fiscal year (September 1-August 31) as provided for by law and District Policy and Procedure 5404.

Employees should notify their supervisor and contact Human Resources for information regarding the medical leave process. Information can also be found on the U.S. Department of Labor Wage and Hour Division website: <https://www.dol.gov>.

Upon return from such leave, the returning employee will be assigned to the position occupied before the leave of absence or one with equivalent pay, benefits, and other employment terms and conditions.

1 **Section 9.11. Paid Family Medical Leave.**

2 Eligible employees may receive Paid Family and Medical Leave (PFML) under the Washington State  
3 Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have  
4 worked a minimum of eight hundred twenty (820) hours within the first four of the last five calendar  
5 quarters. The District shall pay the amount of the employer payroll premium required by state law and  
6 the employee shall pay the employee premium.

7  
8 **Section 9.12. Parenting Leave.**

9 Upon request, parenting leave will be granted for a period of up to one (1) year. Parenting leave may  
10 be taken in increments of one semester.

11  
12 When returning from Parenting Leave, the employee will be returned to the position she/he formerly  
13 occupied or if the position does not exist, one with equivalent pay, benefits, and other employment  
14 terms and conditions.

15  
16 COBRA continued coverage and other extended coverage will be extended to all eligible employees as  
17 required by law and/or carrier limitation and will be at the employee's own expense, except as outlined  
18 under the state and federal FMLA laws and Section 9.10.

19  
20 **Section 9.13. Medical Leave of Absence.**

21 An employee who is unable to perform his/her duties because of personal illness, childbearing, or other  
22 disability, or the illness or disability of a spouse or dependent, may submit a physician's verification of  
23 said cause to the District Office and apply for a leave of absence without pay. Leaves for above  
24 reasons may be granted up to one (1) year and may be renewed a second year upon written request and  
25 approval of the Board.

26  
27 Accumulated sick leave may be used or retained if a leave of absence for health conditions is granted.  
28 If a medical leave of absence is less than or equal to one year, an employee's seniority date shall  
29 remain the same. When an employee is on a medical leave of absence for more than one (1) year, the  
30 seniority date will be adjusted by the number of days equal to the duration of the leave of absence.

31  
32 COBRA continued coverage and other extended coverage will be extended to all eligible employees as  
33 required by law and/or carrier limitation and will be at the employee's own expense, except as outlined  
34 under the state and federal FMLA laws and Section 9.10.

35  
36 Any employee on leave of absence will provide the District with an anticipated return to work date.  
37 Prior to returning from a medical leave of absence, a doctor's release will be required by the District.  
38 The returning employee will be assigned to the position occupied before the leave of absence, or one  
39 with equivalent pay, benefits, and other employment terms and conditions.

40  
41 **Section 9.14. Extended Personal Leave of Absence.**

42 A leave of absence without pay for up to one (1) year may be granted for the temporary transfer of a  
43 spouse, educational advancement related to employee's classification, or other personal or family  
44 situations which would require extended time away from the job. A leave of absence will not be  
45 granted to accept employment outside of the District. A letter stating reasons for requesting a leave of  
46 absence for the subsequent year must be received in the District Office as soon as possible, but not  
47 later than May 15, and shall be accompanied with a recommendation from the employee's Supervising

1 Administrator. The District may grant exceptions to this date requirement. Accumulated sick leave  
2 will be retained if extended leave is granted.

3  
4 If a personal leave of absence is less than or equal to nineteen (19) days, an employee's seniority date  
5 shall remain the same. When an employee is on a personal leave of absence for twenty (20) cumulative  
6 days or more, in any one (1) school year, the seniority date will be adjusted by the number of days  
7 equal to the duration of the leave of absence.

8  
9 COBRA continued coverage and other extended coverage will be extended to all eligible employees as  
10 required by law and/or carrier limitation and will be at the employee's own expense, except as outlined  
11 under the state and federal FMLA laws and Section 9.10.

12  
13 Upon return from such leave, the returning employee will be assigned to the position occupied before  
14 the leave of absence or one with equivalent pay, benefits, and other employment terms and conditions.

15  
16 **Section 9.15. Leave Without Pay.**

17 In the absence of a qualified reason (i.e., extended illness), leave without pay during the contract year  
18 will only be granted by the District under unusual circumstances. All other leave must be exhausted,  
19 except sick leave, before leave without pay for a non-medical reason may be granted. Pre-approval is  
20 required. Requests for leave without pay shall be submitted in writing to the Supervising Administrator  
21 at least thirty (30) days prior for recommendation for approval and then shall be coordinated with the  
22 Human Resources Department for Board approval. In the case of a leave without pay for a medical  
23 reason, refer to Sections 9.10. Family Medical Leave and 9.13. Medical Leave of Absence.

24  
25 **Section 9.16. Incremental Steps Affected by Leave.**

26 Employees who have taken ninety (90) days or more of leave in a school year, will not be eligible for a  
27 step increase on the salary schedule the following year.

28  
29  
30 **ARTICLE X**

31  
32 **SENIORITY, POSTING, TRANSFER, AND LAYOFF PROCEDURES**

33  
34 **Section 10.1. Seniority Date.**

35 Seniority shall be defined as the length of service within the District as a member of the bargaining  
36 unit and in accordance with the law. Accumulation of seniority shall begin on the first day working in  
37 a regular continuing position within the bargaining unit.

38  
39 For hiring and layoff purposes, separate seniority lists shall be maintained for various positions  
40 including but not limited to the following:

- 41 A) Paraeducators  
42 B) OT/PT Assistants  
43 C) Bus Assistants  
44 D) Curriculum Assistants  
45 E) Copy Center Associates  
46 F) Education Support Specialists  
47 G) Classified Nurses  
48 H) Nutrition Services

**Section 10.1.2. Seniority Ties.**

In any case where seniority is equal, ties will be broken by lot at the time of hire.

**Section 10.1.3. Seniority List.**

An electronic version of the PSE Seniority List with all PSE represented employee names, seniority dates, job classifications, job titles and locations of work shall be provided no later than November 1 to the President and Membership Officers of the Association, and the PSE Field Representative. This list will be provided upon request thereafter.

**Section 10.2. Seniority Rights.**

**Section 10.2.1. Seniority by Classification.**

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article X, Section 10.1.

**Section 10.2.2. Exception.**

Employees who bid from a school position to a position in the Transportation Department will be considered to be a new hire for the purpose of bidding routes only. Seniority for route bidding will accrue on the basis of one (1) year for one (1) year of service for the employee's tenure in the Transportation Department.

**Section 10.2.3. Loss of Seniority Rights**

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

- A) Resignation.
- B) Discharge for just cause.
- C) Retirement.
- D) Change in job classification outside the bargaining unit.

**Section 10.2.4. Seniority Rights Retained.**

The seniority of an employee shall not be lost for the following reasons, without limitation:

- A) Time lost by reason of industrial accident or industrial illness or jury duty.
- B) Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C) Time spent on authorized leaves; except as noted in Article IX, Section 9.13.; or 9.14.
- D) Time spent in layoff status up to twenty-four (24) months.

**Section 10.3. Probationary Period.**

Every new employee hired into a continuing position shall remain in a probationary status for a period of ninety (90) workdays. It is understood that there is one (1) probationary period for each employee. During this probationary period, the District may discharge such employee at its discretion. Upon successful completion of the probationary period, the employee shall be subject to all rights and duties contained in this agreement retroactive to the hire date.

**Section 10.4. Preferential Rights.**

The employee with the greatest seniority shall have preferential rights regarding promotions, transfers, assignment to new or open jobs or positions, layoff, and recall, as defined in Section 10.1., Section 10.5. and Section 10.8.



**Section 10.4.1. District Employee Preferential Rights.**

Employees outside the job classification within the bargaining unit shall have preferential rights over outside candidates when they are most qualified for the position.

**Section 10.5. New or Open Positions.**

All vacancies and new positions shall be posted for five (5) workdays (ten [10] days over the summer) on the District's employment website with notification emailed to association members. Such postings will be made as soon as possible after the District has determined the need, considering financial and staffing issues, to fill the position.

- A) After the posting closes, such positions shall be filled or eliminated within twenty (20) workdays. The timelines may be extended under unusual circumstances upon mutual consent of the parties.
- B) A copy of the job posting shall be forwarded to the President of the Association. Job postings are available on the District website ([www.mead354.org](http://www.mead354.org)).
- C) The job posting shall clearly set forth the qualifications, approximate time range of the hours for the position, and the procedure for applying.
- D) In-District candidates will be screened and interviewed prior to outside applicants.
  - **For Nutrition Services Positions:**  
An interview panel will be formulated for each posted position and will consist of the Director/Designee and the Kitchen Manager from the building where the job is located, when possible. Additional interviewer panel members will be determined at the discretion of the Director.
- E) The District will select the most qualified applicant based on qualifications and seniority. Ability and performance will be illustrated through a combination of the following: interview, skills testing, certifications and/or education, and disciplinary actions and/or evaluations within the past year. If the District determines that seniority rights should not govern because another applicant possesses ability and performance substantially greater than a senior employee or senior employees, the district shall set forth in writing to the employee or employees and Association's grievance committee chairperson its reasons why the senior employee or employees have been bypassed.

**Section 10.5.1. Position Increases in Hours.**

- A) Nutrition Service Positions with an increase of one (1) hour or less per day, within a given year, shall not be considered open and shall not have to be posted.
- B) All other positions within the bargaining unit with an increase of two (2) hours or less per day, within a given year, shall not be considered open and shall not have to be posted.

**Section 10.6. Trial Period.**

Any existing employee filling a new position will have a trial period for twenty (20) workdays. If, after this trial, the employee or the District determines the trial is not satisfactory, the employee shall be allowed to return to the prior position. The employee and the District may mutually agree to waive the twenty (20) day trial period at any point during the trial period. Trial periods shall be limited to three (3) per year, per employee.

The twenty (20) day trial period applies to Nutrition Services Lateral Transfers as well. This section does not apply to Bus Assistants (see Section 7.6.3).

**Section 10.6.1. Nutrition Services - Lateral Transfers.**

Lateral transfers may occur under the following conditions:

- A) There is one Nutrition Services applicant who is currently in the same position as defined by the same job posting/description. If there is more than one Nutrition Services applicant in the same position, the standard interview process applies.
- B) The applicant who wishes to transfer must have "meets expectations" on their most current evaluation and are not currently within 1 year of progressive disciplinary action.

**Section 10.7. Temporary Additional Assignments.**

Senior, available, and qualified bargaining unit members shall be offered shifts within their buildings when such time becomes available which has greater hours than their own when such shifts are due vacancies lasting more than five (5) days and the Supervising Administrator has had at least five (5) workday's prior notice of the vacancy need. Procedures to implement these proceedings will be established according to the needs of the building.

**Section 10.8. Changes in assignment.**

**Section 10.8.1. Paraeducators and Education Support Specialists.**

If a building is overstaffed the District may reduce individual time by seniority, up to and including layoff as per Article X or through a transfer to another available bargaining unit position in the district (change of building).

The job assignment of Education Support Specialists may vary from building to building as directed by the District. An ESS employee may submit written input regarding reassignment to the supervisor. The Association President will be informed of any changes which may impact wages, hours, and working conditions.

If a building is understaffed, positions may have time added individually up to two (2) hours or new positions may be open and posted per Section 10.5. and 10.5.1.

Within building directed positions, paraeducators may be reassigned to meet building allocation needs. Reassignment will be offered first by seniority or reassigned by least seniority if needed. Reassignment within a building may occur throughout the year.

District directed positions may be reassigned based on student needs.

- Should a paraeducator be placed in an assignment for which he/she has not been trained, training will be provided as soon as possible. Para positions that are building (*principal*) directed include:
  - A) Instructional (Resource Room, Lap/Title, Inclusion, Library)
  - B) Supervision
  - C) Clerical (Bookkeeping, lunchroom, etc.)
  - D) Health Room (2 hours a day)
  - E) DLC
- Para positions that are district (*department*) directed include:
  - A) One on One position- Special Services/Student Services
  - B) Compass (Behavior)
  - C) ELL (English Language Learners)

1       **Section 10.8.2. Involuntary Transfer.**

2       Should an employee be placed in an assignment for which the employee has not been trained,  
3       training will be provided as soon as possible. If concerns arise regarding the abilities of the  
4       individual to perform the duties of the new assignment, the concerns will be addressed through  
5       the labor/management process on a case-by-case basis.  
6

7       **Section 10.9. Layoff.**

8       In the event of a layoff or reduction in hours greater than one (1) hour a day per employee in one (1)  
9       year, the District will first meet and confer with the Association at least one week prior to such  
10      occurrence.  
11

12      **Section 10.9.1. Displacement.**

13      In the event a position displacement is caused by, but not limited to, a layoff, position  
14      elimination, leave of absence, exercise of seniority rights, or a reduction in hours the district  
15      and association will work together through labor-management to address the situation.  
16

17      **Section 10.9.2. Reemployment List.**

18      In the event of a layoff, employees so affected are to be placed on a reemployment list maintained  
19      by the District according to seniority ranking. If the employee is on layoff and new or open  
20      positions are posted, current employees will have priority. If no current employee applies for the  
21      job, those on layoff will have priority. Names shall remain on the reemployment list for two (2)  
22      years, provided the employee maintains substantially the same qualifications and abilities as  
23      when he/she left the position.  
24

25      **Section 10.9.3. Notice of Address.**

26      Employees on layoff status shall file their addresses in writing with the Human Resources  
27      Department of the District and shall thereafter promptly advise the District in writing of any  
28      change of address. Failure to comply will result in forfeit of reemployment rights.  
29

30      **Section 10.9.4. Reemployment Forfeit of Rights.**

31      An employee shall forfeit rights to reemployment if the employee does not respond to the offer  
32      of reemployment within five (5) workdays.  
33

34      **Section 10.9.5. Rejection of Reemployment Offers.**

35      An employee on layoff status who rejects an offer of reemployment forfeits seniority and all  
36      other accrued benefits; provided that such employee is offered a position substantially equal in  
37      wages, hours, and benefits to that held prior to layoff.  
38  
39  
40

41                                   **ARTICLE XI**

42                                   **DISCIPLINE AND DISCHARGE**

43  
44      **Section 11.1. Just Cause.**

45      No employee shall be disciplined or discharged outside of the probationary period without just cause.  
46      The specific grounds forming the basis for formal disciplinary action will be made available to the  
47      employee. Any disciplinary or other adverse action taken against an employee shall be appropriate to  
48

1 the behavior or situation which precipitates the action. If the District has reason to reprimand an  
2 employee, it shall be done in a manner which will not embarrass the employee before other employees  
3 or the public.

4  
5 **Section 11.2. Progressive Discipline.**

6 When disciplining an employee, the following progressive discipline model will apply:

- 7 1. Oral Warning – written record to employee only.
- 8 2. Letter of Warning – sent to employee's personnel file.
- 9 3. Letter of Reprimand.
- 10 4. Suspension.
- 11 5. Termination.

12  
13 Steps in this model may be skipped depending on the severity of the infraction.

14  
15  
16  
17 **ARTICLE XII**

18  
19 **INSURANCE AND RETIREMENT**

20  
21 **Section 12.1. SEBB.**

22 The District shall provide basic and optional health benefits through the School Employees Benefits  
23 Board (SEBB) under the rules and regulations adopted by SEBB. Any disputes on SEBB eligibility  
24 shall be addressed through the procedures set by the SEBB appeals board not through the grievance  
25 procedures of this Agreement.

26  
27 **Section 12.2. Workers Compensation.**

28 The District shall make required employer contributions for State Industrial Insurance to the  
29 Educational Service District 101 Worker's Compensation Pool on behalf of all employees subject to  
30 this Agreement.

31  
32 **Section 12.3. Unemployment.**

33 The District shall make contributions to the Educational Service District 101 Unemployment Pool as  
34 required or participate in any other self-insured program requisite to providing unemployment benefits  
35 for all employees subject to this Agreement.

36  
37 **Section 12.4. Retirement.**

38 In determining whether an employee subject to this Agreement is eligible for participation in a  
39 Washington State Public Employees' Retirement System, the District shall report all hours worked,  
40 whether straight time, overtime, or otherwise.

41  
42 **Section 12.5. Annuity.**

43 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan or  
44 Section 457 Deferred Compensation plan with a participating vendor. On receipt of a written  
45 authorization by an employee, the District shall make the requisite withholding adjustments and  
46 deductions from the employee's salary.

1 **Section 12.6. VEBA Contribution.**

2 The District shall provide, as an employer paid benefit to SEBB eligible employees, a monthly VEBA  
3 contribution of thirty dollars (\$30.00) per month to help defray out-of-pocket medical expenses or plan  
4 for post-retirement medical expenses.  
5  
6  
7

8 **ARTICLE XIII**

9  
10 **PROFESSIONAL DEVELOPMENT**  
11

12 **Section 13.1. Professional Development.**

13 The Association and the District will cooperate in developing in-service programs needed by the  
14 members. The District will provide five thousand dollars (\$5,000.00) per year for professional  
15 development (including workshops, seminars, etc.). The specific expenditure of these funds will be  
16 determined by a joint committee of four (4) members (two [2] from the Association and two [2] from  
17 the Administration). These funds will not be spent on union related meetings, seminars, conventions,  
18 or workshops unless specifically authorized by the District Administration. The School Board reserves  
19 the right to withhold these funds in the event of a financial emergency declared by the Board.  
20

21 **Section 13.2. First Aid.**

22 Employees may be required to participate or meet or exceed the standards provided in a District  
23 sponsored First Aid/CPR course. Required Employees must provide proof of having taken the District  
24 sponsored course (or another comparable or higher-level course) within three (3) months of hire date,  
25 for current employees within three (3) months accepting a job where they will have contact with  
26 students.  
27

28 In the event a District sponsored course is not available within the three (3) month period, this  
29 provision will be waived until a District sponsored course is provided. Employees so required will  
30 maintain their First Aid/CPR certification at the District's expense. Employees required to attend a  
31 District sponsored First Aid course will be paid at the employee's regular hourly rate of pay for time in  
32 attendance plus any fee or tuition.  
33

34 **Section 13.3. Nutrition Services Additional Provisions.**

35  
36 **Section 13.3.1. School Nutrition Association.**

37 The District will provide district owned membership to the School Nutrition Association (SNA).  
38

39 **Section 13.3.2. Required Courses.**

40 All Nutrition Service employees must complete required courses in order to become certified  
41 through the School Nutrition Association (SNA) within the first three (3) months of  
42 employment in order to continue employment.  
43

44 Manager I's and Manager II's must complete an approved eight (8) hour food safety course  
45 every five (5) years or within one (1) year of federal food code regulation changes, whichever  
46 comes first.  
47

All Nutrition Service employees must meet USDA professional standards and maintain SNA certificate yearly in order to continue employment in the Nutrition Services Department. Failure to maintain continuing education units (CEU's) will result in disciplinary action up to and including discharge.

Educational opportunities will be made available annually by the district to assist in meeting these course requirements. Time spent for required training which is held outside of the employees regularly scheduled worktime will be paid as follows:

- A) The District will compensate Nutrition Services Employees working less than four hours per day, up to four (4) additional Professional Development training hours per school year outside of the employee's assigned work hours. These hours will be used for required/mandatory trainings pre-approved by the Supervising Administrator.
- B) The District will compensate Nutrition Services Employees in non-manager roles working four or more hours per day six (6) additional Professional Development training hours per school year outside of the employee's assigned work hours. These hours will be used for required/mandatory trainings pre-approved by the Supervising Administrator.
- C) The District will compensate Nutrition Services Employees in manager roles working four or more hours per day ten (10) additional Professional Development training hours per school year outside of the employee's assigned work hours. These hours will be used for required/mandatory trainings pre-approved by the Supervising Administrator.

**Section 13.4. Paraeducators, Classified Nurses, Copy Center Associates, Curriculum Assistants, Bus Assistants, Behavior Techs, OT/PT Paras and Interpreters - Additional Provisions.**

The District will compensate Paraeducators, Classified Nurses, Copy Center Associates, Curriculum Assistants, Bus Assistants, Behavior Techs, OT/PT paras and Interpreters, up to thirty (30) additional Professional Development training hours per school year outside of the employee's assigned work hours. These hours will be used by employees to attend professional development training including in-services, workshops, seminars, classes, and building or department led book study discussions put on by PSE, ESD, District, or other educational classes, with prior approval of the principal/supervisor (or an HR administrator for district wide opportunities). These hours may be used for required or voluntary training that fall outside of the regular work hours. The time may be used in thirty (30) minute increments. Time is to be reported utilizing the electronic time-sheet reporting system.

**Section 13.4.1. Professional Development Training Hours.**

The District may provide in-service training or workshop training during the school year for job related purposes. This time will be designated as either mandatory or optional. Employees will be paid at their regular hourly rate for all hours spent in attendance. If the time is outside of the employee's normal work schedule, pay for this time will be considered Professional Development time and may count towards the annual thirty (30) hour professional development allocation.

The workshops will be planned on a needs basis and scheduled either within the workday or outside the workday, depending upon the scope of the tasks to be learned. The final decision of the scope of the program, workshop schedule, and participant attendance will be made by the District.

Examples that qualify for Professional Development include, but are not limited to:

- A) First Aid Class
- B) Annual All-District Orientation
- C) Staff In-Service used for training
- D) Building/Department In-Service Training

## ARTICLE XIV

### ASSOCIATION MEMBERSHIP AND CHECKOFF

#### **Section 14.1. Association Membership.**

Each employee subject to this Agreement may choose to become an Association member in good standing by paying monthly dues. Maintaining membership with the Association entitles the member to additional benefits of union membership. The Association shall be the custodian of records in terms of employee Association Membership.

#### **Section 14.2. Employee Information.**

- A) The District will notify Public School Employees of Washington/SEIU Local 1948 (PSE) state organization of new hires and resignations monthly along with the monthly dues remit. Information provided will include the most recent information on file for effective date, status code, classification, name, phone number, email, and work location.
- B) The District will supply a comprehensive electronic list of all bargaining unit employees with the above information plus job title, rate of pay, hours worked, and mailing address information to PSE upon request, provided that such lists are not requested more than four (4) times each calendar year.

#### **Section 14.3. Association Orientation.**

An integral part of each employee's tenure with the employer is understanding of this 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 new employee orientation as soon as possible, and the district will provide this orientation as new employees are hired.

The Association orientation session will be conducted as a part of the welcome back session held prior to the new school year by representatives designated by the association. The Employer's representative(s) will be absent from the room during this section of the new employee orientation. The Association will provide materials which will be distributed during the session.

#### **Section 14.4. Checkoff.**

The employer shall deduct PSE state dues from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110. The Employer shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948. Transmissions will include payments and an electronic list of all represented employees with deduction amounts.

##### **Section 14.4.1. Member Authorization.**

The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records. An employee's legal authorization to have the

1 employer deduct membership dues from the employee's salary must be made by the employee  
2 to Public School Employees of Washington/SEIU Local 1948 (PSE). If the employer receives  
3 a request for authorization of deductions, the employer shall as soon as practicable forward the  
4 request to PSE.

5  
6 Upon receiving notice of the employee's written authorization from PSE the employer shall  
7 deduct from the employee's salary membership dues and remit the amounts to PSE, beginning  
8 on the next regularly scheduled payroll.

9  
10 The employee's authorization remains in effect until expressly revoked by the employee in  
11 accordance with the terms and conditions of the authorization. An employee's request to revoke  
12 authorization for payroll deductions must be in writing and submitted by the employee to  
13 Public School Employees of Washington/SEIU Local 1948 (PSE) in accordance with the terms  
14 and conditions of the authorization. Revocations will not be accepted by the employer if the  
15 authorization is not obtained by the employee to PSE. After the employer receives  
16 confirmation from the exclusive bargaining representative that the employee has revoked  
17 authorization for deductions, the employer shall end the deduction effective on the first payroll  
18 after receipt of the confirmation.

19  
20 **Section 14.4.2. Association Membership.**

21 Local dues in the amount of twelve dollars (\$12.00) annually will automatically be deducted  
22 from members pay on a monthly basis, at one dollar (\$1.00) per month.

23  
24 **Section 14.5. Political Action Committee.**

25 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
26 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
27 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
28 check separate from the Union dues transmittal check. Section 14.6. of the Collective Bargaining  
29 Agreement shall apply to these deductions. The employee may revoke the request at any time. At  
30 least annually, the employee shall be notified about the right to revoke the request by Public  
31 Employees of Washington/SEIU Local 1948.

32  
33 **Section 14.6. District Hold Harmless.**

34 The Association will indemnify, defend and hold the district harmless against any claims made and any  
35 suit instituted, or judgment rendered against the District resulting from any deduction of association  
36 dues. The association agrees to refund to the District any amounts paid in error because of the dues  
37 deduction provision. In the event of any suits against the district relative to dues deductions, the  
38 District shall select the attorney(s).

39  
40  
41 **ARTICLE XV**

42  
43 **GRIEVANCE PROCEDURE**

44  
45  
46 **Section 15.1. Purpose**

47 A grievance is defined as an alleged violation of a specific term of this Agreement or a dispute  
48 regarding an interpretation of application of terms and conditions of this Agreement.



1 When an issue arises, the employee should first address the concerns with their direct supervisor or  
2 supervising administrator. Unresolved issues may be processed with the grievance procedure, in an  
3 attempt to resolve at the lowest level possible.

4  
5 **Section 15.1.1.**

6 The Grievant may be accompanied by representatives of the Association at any step in this  
7 procedure. There shall be no reprisal by the District or its employees by reason of the  
8 involvement of any person in a grievance procedure.

9  
10 Time limits may be extended by mutual consent of the parties.

11  
12 **Section 15.2. Grievance Steps.**

13 Grievances shall be processed as rapidly as possible, the number of days indicated at each step shall be  
14 considered the maximum. A "workday" is defined as those days the Mead School District office is  
15 open to the public.

16  
17 **Step 1. Discussion.**

18 Employees will first discuss the grievance with their immediate supervisor, indicating that the  
19 meeting is Step 1 of the grievance process. A request for a Step 1 discussion will be made in  
20 writing (email is acceptable) by the employee or the Association. Grievances not brought to the  
21 immediate supervisor in accordance with the preceding sentence within fifteen (15) workdays  
22 of the event or when the employee has knowledge of, or reasonably should have known about  
23 the event giving rise to the grievance, will be invalid and subject to no further processing.  
24 Every effort shall be made to resolve the grievance at this level in an informal manner. The  
25 supervisor will have five (5) workdays to respond in writing.

26  
27 **Step 2. Statement of Grievance.**

28 If the grievance is not resolved to the employee's satisfaction in the preceding step, a written  
29 statement of the grievance shall be presented to the Superintendent/Designee within ten (10)  
30 workdays of the supervisor's response in the preceding step. The statement of grievance will  
31 contain all of the following:

- 32 A) The facts on which the grievance is based.  
33 B) A reference to the provisions in this Agreement which have allegedly been violated.  
34 C) The remedy sought.

35  
36 The Superintendent/Designee may hold a formal grievance meeting. A written decision will be  
37 provided within five (5) days of the meeting. If no meeting is held, the decision will be  
38 provided within five (5) days of the written statement of grievance.

39  
40 **Step 3. Mediation (Optional).**

41 The District and the Association may mutually agree to submit the grievance to mediation at  
42 the conclusion of Step 2. The Association will notify the District in writing within five (5) days  
43 of the conclusion of Step 2 with a request for mediation.

44  
45 **Step 4. Appeal to the School Board.**

46 If the grievance is not resolved at Step 2 or 3, and the Association believes the grievance to be  
47 valid, the Association may file a notice of appeal to the Board of Directors with the  
48 Superintendent. Within twenty (20) workdays, the Board shall meet with the grievant for the

purpose of resolving the grievance. The Board shall render a written decision within five (5) workdays of this meeting.

**Step 5. Arbitration.**

If the grievance is not resolved in Step 4, within five (5) workdays following receipt of the Board's response, the Association may demand binding arbitration of the grievance in the following manner:

- A) The Association shall notify the District of its intent to arbitrate the dispute. Upon such notification the parties shall, within twenty (20) workdays, meet to mutually select an arbitrator. If no agreement is reached, either party may request a list from the American Arbitration Association.
- B) The arbitration shall be in accordance with the voluntary rules of the American Arbitration Association or the Public Employment Relations Commission and the decision of the Arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument.
- C) The cost of the Arbitrator and the American Arbitration Association or the Public Employment Relations Commission, including expenses, shall be shared equally by the parties. Any other expenses shall be borne by the party incurring the expense. If either party desires a verbatim record of the proceedings, either party may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

**ARTICLE XVI**

**TRANSFER OF PREVIOUS EXPERIENCE**

**Section 16.1. Between Washington School Districts.**

A new hire leaving one (1) school district in Washington State and commencing employment with the Mead School District within the previous twelve (12) months shall retain years of experience in a similar position and sick leave credits from the previous District in accordance with this Article.

**Section 16.2. Similar Work Experience.**

The new hire shall be permitted to transfer one (1) year for each year of similar prior work experience to the maximum step not including longevity. The Association shall be notified of any new placements above Step 1.

**Section 16.3. School District Experience.**

Employees newly hired into the bargaining unit shall be granted applicable school district experience for salary schedule placement.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

**Section 17.1. Compensation.**

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Employee's wages will be paid over a twelve (12) month period. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

**Section 17.2. Wages.**

Rate of pay for employees subject to this Agreement are contained in Schedule A attached hereto and by this reference incorporated herein.

**Section 17.2.1. Effective Date.**

Rate of pay contained in Schedule A shall be for the term of this Agreement, subject to the terms and conditions of Article XVIII, Section 18.3. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

**Section 17.2.2. Retroactive Pay.**

Negotiated pay will be paid retroactive to the effective date of the agreement where applicable and shall be paid as soon as feasible after agreement is reached.

**Section 17.2.3. Rounding of Hours.**

For purposes of calculating daily hours, contracted time shall be rounded to the next one-quarter (1/4) of an hour. Rounding to the next quarter hour will start after five (5) minutes.

**Section 17.2.4. Filling-in for a Higher Wage.**

When an individual in a higher salaried position is absent, the person(s) designated to fill the absent person(s) position will receive the rate-up salary of the higher paid position.

**Section 17.3. Nurse On-Call Lunch Stipend.**

Classified Nurses will receive an eight hundred forty dollars (\$840.00) annual stipend, prorated based on hours worked (with 1,080 hours being eligible to receive a full stipend). This stipend will be paid out over the contract year and is provided in recognition of being on call during their lunch period. If their lunch is interrupted and not able to be rescheduled, they will be paid for the missed lunch in addition to this stipend as designated in Section 7.2.1.

**Section 17.4. Bus Assistant Trainer.**

An employee acting in the role of Bus Assistant Trainer will receive an additional one dollar (\$1.00) per hour when training.

**Section 17.5. Intensive Care Stipend.**

Para Educators working with certain assignments within DLC, Compass, and developmental preschool programs, and certain One-on-One assignments as their regular assignment may earn one dollar fifty cents (\$1.50) per hour in addition to their rate of pay for the time they work in specialized assignments

designated by the Special Services and/or Student Services departments. These assignments fall into one or both of the following criteria:

- A) Intensive Care Procedures such as extensive hygiene, physically assisting with toileting and diapering, tube feeding, and catheterization.
- B) Behavioral Support serving students with a Behavior Intervention Plan (BIP) combined with an Emergency Response Plan (ERP) or assignments which require the employee (on an ongoing basis) to wear personal protective equipment (PPE) issued by the district.

Bus Assistants may also earn the stipend when working in qualifying assignments providing behavioral support as described in subsection B above. Other intensive care procedures may qualify as determined by the Special Services and/or Student Services departments or through the Labor/Management Process.

This stipend excludes Classified Nurses and Educational Support Specialist positions.

#### **Section 17.6. Travel Expenses.**

In the event that an employee is required to travel on District business, the District shall reimburse travel expenses per board policy and procedure 6213.

##### **Section 17.6.1. Employee Mileage Expenses.**

Employees shall be reimbursed for authorized mileage incurred while performing work assignments including,

- A) Mileage, at the District approved rate, for travel between work sites via private vehicle, or
- B) During travel via private vehicle while on District business.

Employees shall not be required, in the performance of their duties, to drive school children in their personal vehicle.

## **ARTICLE XVIII**

### **TERM AND SEPARABILITY OF PROVISIONS**

#### **Section 18.1. Term of Agreement.**

The term of this Agreement shall be September 1, 2021 to August 31, 2025.

#### **Section 18.2.**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

#### **Section 18.3. Reopeners.**

This Agreement may be opened and modified at any time during its term upon mutual consent of the parties in writing. This Agreement may also be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which affects wages, hours, or working conditions.

1 **Section 18.4.**

2 If any provision of this Agreement or application of any such provision is held invalid, the remainder  
3 of this Agreement shall not be affected thereby.  
4

5 **Section 18.5.**

6 Neither party shall be compelled to comply with any provision of this Agreement which conflicts with  
7 State or Federal statutes or regulations promulgated pursuant thereto, that were enacted prior to the  
8 effective date of this Agreement.  
9

10 **Section 18.6.**

11 In the event either of the two (2) previous sections is determined to apply to any provision of this  
12 Agreement, such provision shall be renegotiated pursuant to Section 18.3.  
13  
14  
15  
16  
17  
18  
19  
20  
21

22 **SIGNATURE PAGE**  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

33 PUBLIC SCHOOL EMPLOYEES OF  
34 WASHINGTON/SEIU LOCAL 1948  
35

36 MEAD-SASP CHAPTER

37  
38 BY: Jennifer Homb  
39 Jennifer Homb, Chapter President  
40  
41

42  
43 DATE: 03-14-2022  
44  
45  
46

MEAD SCHOOL DISTRICT #354

BY: Shawn Woodward 3/11/22  
Shawn Woodward, Superintendent

DATE: \_\_\_\_\_

**SCHEDULE A**  
**MEAD SUPPORT and SERVICE PROFESSIONALS (MEAD-SASP)**  
**September 1, 2021 – August 31, 2022**

PARAEDUCATOR		Steps	1	2	3	4	5	
Instructional, Supervision, Clerical, Compass, DLC, Healthroom Para, 1:1				+5%	+5%	+5%	+5%	
			15.48	16.25	17.06	17.91	18.81	
	Longevity 10 years	+5%	16.25	17.06	17.91	18.81	19.75	
	Longevity 15 years	+5%	17.06	17.91	18.81	19.75	20.74	
	Longevity 20 years	+5%	17.91	18.81	19.75	20.74	21.78	
	Longevity 25 years	+5%	18.81	19.75	20.74	21.78	22.87	
ASSISTANTS & ASSOCIATES		Steps	1	2	3	4	5	
*OT/PT Assistants, Copy Center Associates, Bus Assistants and Curriculum Assistant				+5%	+5%	+5%	+5%	
			15.48	16.25	17.06	17.91	18.81	
	Longevity 10 years	+5%	16.25	17.06	17.91	18.81	19.75	
	Longevity 15 years	+5%	17.06	17.91	18.81	19.75	20.74	
	Longevity 20 years	+5%	17.91	18.81	19.75	20.74	21.78	
	Longevity 25 years	+5%	18.81	19.75	20.74	21.78	22.87	
EDUCATION SUPPORT SPECIALIST (ESS)		Steps	1	2	3	4	5	
Interpreters (with EIPA), Braillist & Grandfathered OT/PT Assistants				+5%	+5%	+5%	+5%	
			21.41	22.48	23.60	24.78	26.02	
	Longevity 10 years	+5%	22.48	23.60	24.78	26.02	27.32	
	Longevity 15 years	+5%	23.60	24.78	26.02	27.32	28.69	
	Longevity 20 years	+5%	24.78	26.02	27.32	28.69	30.12	
	Longevity 25 years	+5%	26.02	27.32	28.69	30.12	31.63	
EDUCATION SUPPORT SPECIALIST (ESS)			1	2	3	4	5	
Behavioral Tech				+4%	+4%	+4%	+4%	
			19.02	19.78	20.57	21.39	22.25	
	Longevity 10 years	+4%	19.78	20.57	21.39	22.25	23.14	
	Longevity 15 years	+4%	20.57	21.39	22.25	23.14	24.07	
	Longevity 20 years	+4%	21.39	22.25	23.14	24.07	25.03	
	Longevity 25 years	+4%	22.25	23.14	24.07	25.03	26.03	
CLASSIFIED NURSES		Steps	1	2	3	4	5	
Licensed Practical Nurse (LPN)				+5%	+5%	+5%	+5%	
			22.20	23.31	24.48	25.70	26.99	
	Longevity 10 years	+5%	23.31	24.48	25.70	26.99	28.34	
	Longevity 15 years	+5%	24.48	25.70	26.99	28.34	29.76	
	Longevity 20 years	+5%	25.70	26.99	28.34	29.76	31.25	
	Longevity 25 years	+5%	26.99	28.34	29.76	31.25	32.81	
Classified Registered Nurse (RN)			28.47	29.89	31.38	32.95	34.60	
	Longevity 10 years	+5%	29.89	31.38	32.95	34.60	36.33	
	Longevity 15 years	+5%	31.38	32.95	34.60	36.33	38.15	
	Longevity 20 years	+5%	32.95	34.60	36.33	38.15	40.06	
	Longevity 25 years	+5%	34.60	36.33	38.15	40.06	42.06	
NUTRITION SERVICES		Steps	1	2	3	4	5	6
Manager 1			+3%	+3%	+3%	+3%	+3%	+3%
			18.24	18.79	19.35	19.93	20.53	21.15
	Longevity 10 years	+3%	18.79	19.35	19.93	20.53	21.15	21.78
	Longevity 15 years	+3%	19.35	19.93	20.53	21.15	21.78	22.43
	Longevity 20 years	+3%	19.93	20.53	21.15	21.78	22.43	23.10
Assistant Manager			16.42	16.91	17.42	17.94	18.48	19.03
	Longevity 10 years	+3%	16.91	17.42	17.94	18.48	19.03	19.60
	Longevity 15 years	+3%	17.42	17.94	18.48	19.03	19.60	20.19
	Longevity 20 years	+3%	17.94	18.48	19.03	19.60	20.19	20.80
Manager 2			16.42	16.91	17.42	17.94	18.48	19.03
	Longevity 10 years	+3%	16.91	17.42	17.94	18.48	19.03	19.60
	Longevity 15 years	+3%	17.42	17.94	18.48	19.03	19.60	20.19
	Longevity 20 years	+3%	17.94	18.48	19.03	19.60	20.19	20.80
Cook 2			15.28	15.74	16.21	16.70	17.20	17.72
	Longevity 10 years	+3%	15.74	16.21	16.70	17.20	17.72	18.25
	Longevity 15 years	+3%	16.21	16.70	17.20	17.72	18.25	18.80
	Longevity 20 years	+3%	16.70	17.20	17.72	18.25	18.80	19.36
Cook 3			14.81	15.25	15.71	16.18	16.67	17.17
	Longevity 10 years	+3%	15.25	15.71	16.18	16.67	17.17	17.69
	Longevity 15 years	+3%	15.71	16.18	16.67	17.17	17.69	18.22
	Longevity 20 years	+3%	16.18	16.67	17.17	17.69	18.22	18.77

Intensive Personal Care Stipend (per Section 17.5.) is \$1.50 per hour.

Interpreters shall be provided thirty (30) minutes of paid preparation time, without students, each day.

Incremental steps, where applicable shall take effect as of September 1 of each year provided the employee has worked a minimum of ninety (90) days in the previous year.

For the 2021-2022 school year IPD of 2.0% was applied to step 1 of schedule A



**SCHEDULE A**  
**MEAD SUPPORT and SERVICE PROFESSIONALS (MEAD-SASP)**

September 1, 2022 – August 31, 2023

PARAEDUCATOR			Steps	1	2	3	4	5	
Instructional, Supervision, Clerical, Compass, DLC, Healthroom Para, 1:1					+5%	+5%	+5%	+5%	
				15.79	16.58	17.41	18.28	19.19	
	Longevity 10 years	+5%		16.58	17.41	18.28	19.19	20.15	
	Longevity 15 years	+5%		17.41	18.28	19.19	20.15	21.16	
	Longevity 20 years	+5%		18.28	19.19	20.15	21.16	22.22	
	Longevity 25 years	+5%		19.19	20.15	21.16	22.22	23.33	
ASSISTANTS & ASSOCIATES			Steps	1	2	3	4	5	
*OT/PT Assistants, Copy Center Associates, Bus Assistants and Curriculum Assistant					+5%	+5%	+5%	+5%	
				15.79	16.58	17.41	18.28	19.19	
	Longevity 10 years	+5%		16.58	17.41	18.28	19.19	20.15	
	Longevity 15 years	+5%		17.41	18.28	19.19	20.15	21.16	
	Longevity 20 years	+5%		18.28	19.19	20.15	21.16	22.22	
	Longevity 25 years	+5%		19.19	20.15	21.16	22.22	23.33	
EDUCATION SUPPORT SPECIALIST (ESS)			Steps	1	2	3	4	5	
Interpreters (with EIPA), Brailist & Grandfathered OT/PT Assistants					+5%	+5%	+5%	+5%	
				21.84	22.93	24.08	25.28	26.54	
	Longevity 10 years	+5%		22.93	24.08	25.28	26.54	27.87	
	Longevity 15 years	+5%		24.08	25.28	26.54	27.87	29.26	
	Longevity 20 years	+5%		25.28	26.54	27.87	29.26	30.72	
	Longevity 25 years	+5%		26.54	27.87	29.26	30.72	32.26	
EDUCATION SUPPORT SPECIALIST (ESS)				1	2	3	4	5	
Behavioral Tech					+4%	+4%	+4%	+4%	
				19.40	20.18	20.99	21.83	22.70	
	Longevity 10 years	+4%		20.18	20.99	21.83	22.70	23.61	
	Longevity 15 years	+4%		20.99	21.83	22.70	23.61	24.55	
	Longevity 20 years	+4%		21.83	22.70	23.61	24.55	25.53	
	Longevity 25 years	+4%		22.70	23.61	24.55	25.53	26.55	
CLASSIFIED NURSES			Steps	1	2	3	4	5	
Licensed Practical Nurse (LPN)					+5%	+5%	+5%	+5%	
				22.64	23.78	24.97	26.22	27.53	
	Longevity 10 years	+5%		23.78	24.97	26.22	27.53	28.91	
	Longevity 15 years	+5%		24.97	26.22	27.53	28.91	30.36	
	Longevity 20 years	+5%		26.22	27.53	28.91	30.36	31.88	
	Longevity 25 years	+5%		27.53	28.91	30.36	31.88	33.47	
Classified Registered Nurse (RN)									
				29.04	30.49	32.01	33.61	35.29	
	Longevity 10 years	+5%		30.49	32.01	33.61	35.29	37.05	
	Longevity 15 years	+5%		32.01	33.61	35.29	37.05	38.90	
	Longevity 20 years	+5%		33.61	35.29	37.05	38.90	40.85	
	Longevity 25 years	+5%		35.29	37.05	38.90	40.85	42.89	
NUTRITION SERVICES			Steps	1	2	3	4	5	6
Manager 1				+3%	+3%	+3%	+3%	+3%	+3%
				18.60	19.16	19.73	20.32	20.93	21.56
	Longevity 10 years	+3%		19.16	19.73	20.32	20.93	21.56	22.21
	Longevity 15 years	+3%		19.73	20.32	20.93	21.56	22.21	22.88
	Longevity 20 years	+3%		20.32	20.93	21.56	22.21	22.88	23.57
Assistant Manager									
				16.75	17.25	17.77	18.30	18.85	19.42
	Longevity 10 years	+3%		17.25	17.77	18.30	18.85	19.42	20.00
	Longevity 15 years	+3%		17.77	18.30	18.85	19.42	20.00	20.60
	Longevity 20 years	+3%		18.30	18.85	19.42	20.00	20.60	21.22
Manager 2									
				16.75	17.25	17.77	18.30	18.85	19.42
	Longevity 10 years	+3%		17.25	17.77	18.30	18.85	19.42	20.00
	Longevity 15 years	+3%		17.77	18.30	18.85	19.42	20.00	20.60
	Longevity 20 years	+3%		18.30	18.85	19.42	20.00	20.60	21.22
Cook 2									
				15.59	16.05	16.53	17.03	17.54	18.07
	Longevity 10 years	+3%		16.05	16.53	17.03	17.54	18.07	18.61
	Longevity 15 years	+3%		16.53	17.03	17.54	18.07	18.61	19.17
	Longevity 20 years	+3%		17.03	17.54	18.07	18.61	19.17	19.75
Cook 3									
				15.11	15.56	16.03	16.51	17.01	17.52
	Longevity 10 years	+3%		15.56	16.03	16.51	17.01	17.52	18.05
	Longevity 15 years	+3%		16.03	16.51	17.01	17.52	18.05	18.59
	Longevity 20 years	+3%		16.51	17.01	17.52	18.05	18.59	19.15

Intensive Personal Care Stipend (per Section 17.5.) is \$1.50 per hour.

Interpreters shall be provided thirty (30) minutes of paid preparation time, without students, each day.

Incremental steps, where applicable shall take effect as of September 1 of each year provided the employee has worked a minimum of ninety (90) days in the previous year.

For the 2022-2023 school year 2.0% or IPD (whichever is greater) will be applied to step 1 of schedule A

Schedule A for the 2023-2024 and 2024-2025 school years will be open for negotiations in 2023.

