

**Collective Bargaining Agreement**

**between the**

**MEAD SCHOOL DISTRICT**

**and the**

**MEAD CLASSIFIED PUBLIC EMPLOYEES ASSOCIATION**

**September 1, 2021 through August 31, 2024**

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## **PREAMBLE**

This Agreement is made and entered into between the Mead School District #354 and the Mead Classified Public Employees Association pursuant to RCW 41.56. The purpose of this Agreement is to enhance the material conditions of the employees, to promote the general efficiency of the employer, and to promote the moral, well-being, safety and security of the employees.

Further, both parties agree it is in their mutual interest and purpose to promote employee/management cooperation; to negotiate in good faith with respect to wages, hours and working conditions; and to promote methods for prompt adjustment of differences.

Neither party will be bound by typographical errors, grammatical errors or other instances of unintended error in this contract. Furthermore, the parties agree that any unintended changes to the contract language will not create new legal rights or responsibilities outside of the parties; specific intents. The parties reserve the right to correct any such mistakes or omissions by mutual agreement at any point during the life of the contract in order to preserve the original intent of the language.

## **ARTICLE I- ADMINISTRATION**

### **SECTION A - Definitions**

1. The term "District" shall mean the Mead School District #354, Spokane County, Washington State; or its agents.
2. The term "Board" shall mean the Board of Directors of the Mead District.
3. The term "Association" shall mean the Mead Classified Public Employees Association, which is affiliated with the Washington Education Association, the National Education Association and WEA-Eastern Washington UniServ Council.
4. The term "Parties" shall mean the District and the Association.
5. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "day" shall mean any day the district business office is open for business with the public.
8. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
9. The term "President" shall mean the President of the Association or his/her designee.
10. The term RCW shall mean the Revised Code of Washington.
11. The term WAC shall mean the Washington Administrative Code.
12. The term SPI shall mean the Washington State Superintendent of Public Instruction or his/her office.
13. The term PERC shall mean the Washington State Public Employee Relations Commission.
14. The term "Department" shall mean Custodians as a collective department for purpose of this agreement.
15. The term "Classification" shall refer to a Custodian II or Custodian III and shall not refer to Custodian I (substitutes).
16. The term "Custodian II" shall be defined as an employee who is responsible for cleaning and minor repairs/replacements as defined in the general job description, and who work under the supervision of the Custodial Director, with building principal input and as directed by the Lead Custodian.
17. The term "Custodian III" shall be defined as a Lead employee who will assist in the oversight of the day-to-day custodial operations of the building and who is a liaison between the building principal/Custodial Director, and the building Custodian II's. Custodian III's work elementary and middle schools day shift and mid-shifts district wide.
18. The term "Custodian IV" shall be defined as a Lead employee who will assist in the oversight of the day-to-day custodial operations during the swing shift at the middle schools and who is a liaison between the

building Administrators, Custodial Director, and the building Custodians.

19. The term "Custodian V" shall be defined as a Lead employee who will assist in the oversight of the day-to-day custodial operations during the day shift at the high schools and who is a liaison between the building Administrator, Custodial Director, and the building Custodians.
20. The term "Custodian VI" shall be defined as a Lead employee who will assist in the oversight of the Day-to-day custodial operations during the swing shift at the high schools and who is a liaison between the building Administrators, Custodial Director, and the building Custodians.
21. The term "Seasonal Custodian" shall be defined as an employee who is hired to work on a seasonal basis for less than a year-round period in a custodial position.
22. The term "Casual Substitute" shall be defined as an employee who is hired to work on a daily basis for more than thirty (30) cumulative days in a year and who continues to be available for work.
23. The term "Long-term Substitute" shall be defined as a substitute employee who works for twenty (20) or more consecutive work days in a year in a continuous position and who continues to be available for work.

(The definitions in 21-23 shall be in compliance with WAC 391.35.350)

#### **SECTION B – Recognition Clause**

1. The District recognizes the Association as the exclusive bargaining representative for all Custodians , temporary/seasonal custodians, casual substitutes and long term substitutes.
2. Casual substitutes (after 30 cumulative days), long-term substitutes twenty (after 20 consecutive days), and seasonal custodians are also represented by the Association. During their period of employment, these employees shall be afforded only the following provisions of this Agreement:
  - a. Casual substitutes after thirty(30) cumulative days:
    - Appendix A - Custodian I, step 1 rate of pay, plus appropriate annual step increases.
  - b. Long-term substitutes after twenty (20) consecutive days:
    - Appendix A - Custodian II, step 1 rate of pay, plus Holidays that fall within the assignment.
  - c. Seasonal Custodians:
    - Appendix A- Custodian II, step 1 rate of pay, plus appropriate annual step increases
    - Article II Section A - Dues Deduction;
    - Article III, Section A - Due Process after the successful completion of the provisional status Article III, Section C
    - Article III, Section J - Holidays (that fall within the Season)
    - On a prorate basis: Article IV - Leaves, except for Sections D, F, J and K:

- Article V, Section A- Fringe Benefits
  - The employee shall also have access to a pro-rated share of the clothing allowance after successful completion of the provisional status.
  - Article IV - Grievance Procedure through Step 2 Superintendent or Designee review
  - Article V, Section B (4) Fair Labor Standards Act: All work performed within the district shall concur with the Fair Labor Standards Act.
3. When a position is posted and no current permanent association member fills the position, the position will be opened to outside applicants. Association substitutes shall have the right to apply for and be considered for the position. Three (3) association substitutes will receive an interview if three (3) or more apply.

### **SECTION C - Status of Agreement**

Sole Agreement: This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

### **SECTION D - Savings Clause**

This Agreement shall be in accordance with the Constitution and Laws of the State of Washington. Should any provisions of this Agreement be found to be in violation of any federal, state or local laws, all other provisions of this Agreement shall remain in force and effect for the duration of this Agreement. The Association and the District shall meet and renegotiate any invalidated article as needed.

### **SECTION E - Matters for Consultation and Negotiation**

1. It is agreed and understood that matters appropriate for consultation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement. This section in no way alters the duty of either party to engage in collective bargaining as stipulated under RCW 41.56.
2. It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices and procedures.
3. It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.
4. The Association will, from time to time, as appropriate, be advised of current and predicted workload information.

## **SECTION F - Nondiscrimination**

The Board and Association agree that neither shall discriminate against any employee of the District with respect to race, creed color, religion, national origin, age honorable-discharge veteran or military status, sex, sexual orientation including gender expression or identity, marital status or the presence of any sensory mental or physical disability or the use of a trained guide dog or service animal by a person with a disability or membership or non-membership in the Association.

No administrator shall discriminate against any member of the bargaining unit for his/her use of this document. No administrator may advise, impede, or otherwise discourage a member of the bargaining unit from seeking aid from the Association or its affiliates.

## **SECTION G - Supplemental Agreement**

This Agreement may be amended providing both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Association and District officials and become a part of this Agreement and subject to all its provisions.

The Stipulations of Agreement entered into by and between the MCPEA, MCTA and the District shall become part of the parties' agreements and shall not be changed without all parties' agreement.

## **SECTION H - Distribution of the Agreement**

Following the ratification, proofing and signing of this Agreement, the District shall post the agreement on the District website. The Association shall notify members where to access the Agreement. The District shall provide necessary release time to proofread the contract.

## **SECTION I - Labor/Management Meetings**

1. The Association and the District shall conduct a minimum of four (4) Labor/Management meetings annually, but more often by mutual agreement. The meetings will include a total of three (3) custodial representatives and the Association president. Meetings shall be for the purpose of resolving problems that may arise relative to the administration of this Agreement and other items of mutual concern. Grievances that have been formally filed shall not be brought to this group. Additional meetings may occur as needed, or meetings may be cancelled with mutual consent of the parties.
2. The superintendent/designee and the Association president/designee shall each appoint a broad-based representative team to participate in the meetings. The Association shall have four (4) employees total attend at District expense. The agenda for these meetings shall be mutually developed by the Association and the District.
3. The meetings shall be mutually scheduled by the superintendent/ designee and the Association president/designee. Participants shall attend these meetings with no loss of pay or benefits.



#### **SECTION J - Privacy**

The private life of an employee is not within the appropriate concern or attention of the District PROVIDED that said behavior does not impact an employee's ability to effectively perform his/her job or the District's mission to educate children.

#### **SECTION K - No Strike - No Lockout**

The parties agree that during the term of this Agreement there shall be no strike or other economic action by employees or the Association and there shall be no lockout or other economic action by the District

## **ARTICLE II – BUSINESS**

### **SECTION A-Dues Deduction**

1. Hold Harmless: The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of the provisions of this article. It is mutually understood and agreed that the provisions of this paragraph are contingent upon:
  - a) The District's agreement that the Association shall be authorized to defend such suit through an attorney of Association's choosing.
  - b) The District's agreement to provide full cooperation and information to the Association in defending any suit, which may be brought against it as a result of this Agreement.
2. Membership Enrollment form from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the President of the Association and shall transmit the monthly dues to the designated officer of the association. Any change in the rate of membership dues shall require at least (30) thirty days written notice to the Business Services office.
3. It is understood and agreed that this dues deduction system is for the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association.

### **SECTION B - Management Rights**

In matters not covered specifically by this Agreement, the District shall have the exclusive right to make decisions in such areas and such decisions shall not be subject to the grievance procedure; provided, however, that the exercise of these rights shall not prohibit the Association from expressing the views of employees through the Labor/Management process outlined in Article I, Section 1 of the contract.

### **SECTION C -Association Rights**

1. Collective Bargaining: All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Association.
2. Mailings: The District agrees to include the President of the Association on the mailing list for all administrative directives or policy changes which pertain to employees of the bargaining unit.
3. Use of Buildings: The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business upon notification to the building principal and provided such meetings and business are conducted outside the contracted workday.
4. Use of District Facilities: The Association shall have the right to use District facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall reimburse the District for the cost of expendable office supplies.
5. Use of Bulletin Boards: The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District. A copy of any notice posted pursuant to this section shall be supplied to the Human Resources

Director prior to posting, whenever possible.

6. Access to Mail Service: The Association shall have access to the District mail service and employee mailboxes for communication purposes.
7. District Information: The District shall furnish to the Association upon request any information which is public record under the statutes of the state of Washington.
8. Access to Employees: The Association and its representatives shall have access to all District buildings and to all employees. The representative shall notify the building office and the person in charge of his/her presence. Such visits shall not interrupt work performance.
9. Board Meetings: Employees scheduled by the Board to attend meetings of the Board during regular working hours shall suffer no loss in pay.
10. Employee Status Notification: The district shall make available to the Association a roster of all bargaining unit member by September 15, and inform the association with ten (10) days of hire by the board of directors, in writing, of any additions, with hire date, or deletions of employees covered by this Agreement.

After September 15, the District shall provide the Association of roster of all employees upon request.

Per state law, the District will provide the union reasonable access to new employees for the purpose of presenting information about their exclusive bargaining representative. This voluntary thirty (30) minute meeting may occur at the new hire's discretion during the new hire's work time within ninety (90) days of their hire date.

11. Association Business: The Association or its representatives will be allowed time off for Association business with pay upon approval from the District, without loss of personal leave, vacation time, etc. The District agrees that during working hours, on the District's premises, and without loss of pay the Association president, officers and/or designee/s shall be allowed to:
  - a) Post Association notices;
  - b) Distribute Association literature;
  - c) Transmit communications, authorized by the local Association or its officers, to the District or its representative; or
  - d) Consult with the District for the purpose of resolving informal grievances.
12. Association Leave: A total of 165 hours of Association Leave shall be provided annually to association members as a whole. Requests for Association leave shall be submitted in writing to the superintendent by the Association president at least five (5) working days, if possible, before the leave is to be taken. Where the absence of a person requires a substitute, the cost of the substitute shall be at no expense to the District.
  - a) During summer break, the Association may use up to 70 hours of the 165 hours of Association leave provided above to hold a one (1) hour meeting for all MCPEA members during work hours. This meeting can be schedule directly before or after the employees' regularly scheduled lunch break. The purpose of this time may include: ratification of an agreement, review and update of key contract language, discussion of union business, etc. This time will not be deducted from employees' accrued leave balances.

13. Custodial Employee Orientation:
  - a) The District and the Association will jointly develop an orientation/training curriculum for newly employed substitutes. Newly hired employees shall have a minimum of forty (40) hours of job shadow training with an employee(s) selected by the Director of Custodial Service. Mentor employees shall be compensated at time and a half when mentoring a new employee during their regular shift, including summer.
  - b) The mentor(s) will be chosen by qualifications as the first consideration.
14. Budget Input: The Association shall have the right to input into the yearly budgetary process prior to the District budget being passed by the Mead School District Board of Directors

#### **SECTION D - Contract Variances**

1. Definition: A variance is a jointly agreed upon, temporary exception to the collective bargaining agreement requested by a school site or department. Variances do not set precedence or establish past practice.
2. Variance Procedure: Bargaining unit employees at the site will vote on the proposed variance by secret ballot. An eighty-percent (80%) or greater affirmative vote of the bargaining unit employees at the site is required, which includes the vote of approval of the administrator at the site, before the proposed variance can be submitted.

The site shall notify the Association president/designee and the superintendent/designee with a written copy of the proposed variance. The proposed variance shall then be submitted at the next regularly scheduled Labor/Management meeting for further consideration and final approval.

The duration of a variance is one (1) school year, however the variance may be submitted in subsequent years using this same procedure.
3. Job Posting Conditions: Shift times/variances will be noted on job postings, if they so exist. Employees hired or transferring into a site having a variance shall be bound by the conditions of the variance for its duration.

## **ARTICLE III- PERSONNEL**

### **SECTION A - Due Process**

1. Just Cause: No employee shall be disciplined without just cause.
2. Written Grounds: The specific grounds forming the basis for formal disciplinary action will be made available to the employee in writing. The Association shall be afforded a copy with the permission of the employee.
3. Disciplinary Action: Any disciplinary or other adverse action taken against an employee shall be appropriate to the behavior or situation that precipitates the action.
4. Right to Representation: Prior notification of the right of representation from the Association shall be given to an employee before any meeting in which formal disciplinary action will be taken against an employee. (Formal disciplinary action is that which results in a disciplinary notice being placed in the central personnel file.)
5. Complaints:
  - a) Any complaint against an employee that may lead to disciplinary action shall be called to the attention of the employee prior to any disciplinary action. Any complaint (and complainant's name) not made known to employees cannot be used in disciplinary action.
  - b) If the district receives a complaint against an employee, that employee's immediate supervisor shall investigate the complaint. Depending upon the complaint, the supervisor may bring in whatever support he/she needs to follow through effectively with the employee and the complainant.
6. Privacy and Confidentiality: Discipline of an employee by any agent of the District should be made in private and in confidence and not in the presence of students, parents, other employees, or at public gatherings.
7. Investigative Files: Except as otherwise specified in this Agreement, the District shall be entitled to maintain open and closed complaint/investigative files, but shall purge closed complaint/investigative files of all documents other than a single document that memorializes the complaint received, investigation conducted, and any decision resulting from the complaint. Whenever the District determines that a complaint is unsubstantiated or patently false, the District shall provide the accused employee with a copy of the document memorializing that determination
8. Cameras: Cameras installed throughout the district are intended primarily for the purpose of safety and security of staff and students and may be utilized under Article III Section M for evaluative purposes. However, if there exists a cue or "triggering event" such as theft, vandalism, or other reports of inappropriate behavior or activity, video data may also be used as evidence during investigations that could lead to employee counseling, behavior redirection or disciplinary action.

### **SECTION B - Seniority**

1. Seniority shall be defined as the length of service within the Bargaining Unit. Employees hired prior to September 1, 2002 shall have their seniority counted in accordance with Appendix E, Attachment 1 contained herein. Accumulation of seniority shall begin on the employee's first working day in a permanent position. A paid holiday shall be counted as the first working day in applicable situations. Employees hired

on the same day and having the same initial seniority shall be placed on the list by lottery at the time of hire for an adjusted seniority ranking.

2. Seniority posting: The District shall prepare and post biannually the seniority list. The initial seniority list shall be prepared and posted in all buildings of the District within thirty (30) working days after the ratification of this Agreement. Revisions and updates shall be prepared and posted on or about February 1. A copy of this seniority list and subsequent revisions shall be furnished to the Association.
3. Part-Time Seniority: If an employee works four (4) hours per day or less for the working year will receive at ½ (half) seniority. Should this position receive additional hours from 4-8 hours per day for a period of at least four (4) months this position shall receive full seniority for the contract year.
4. Loss of Seniority: Employees' earned seniority shall not be lost because of absence due to illness, authorized leaves of absence granted by the District, or temporary layoff, however additional seniority will not accrue during this time. The time limit for illness shall be in accordance with Article IV of this contract.

### **SECTION C – Provisional Status**

1. Provisional Status: Each newly hired regular/continuing employee shall be in provisional status for ninety (90) days worked. During this time, the employee and supervisor will meet to evaluate the employee's performance. A decision to continue the provisional status for up to an additional forty five (45) days worked will be made by the District, before the end of the first ninety (90) days. The employee and the Association will be notified in writing of the decision. During the provisional status the District shall have the exclusive right to terminate the employee for any or no reason. The District's decisions shall not be subject to the grievance procedure.

### **SECTION D – Layoff and Recall**

1. Determination of RIF: When the District determines it is necessary to reduce the work force, layoff shall begin with the employee with the least seniority, provided those with the higher seniority have the necessary qualifications for remaining positions. The District shall notify the Association by thirty (30) days or as soon as possible in the case of emergency conditions as to the need to reduce the work force.
2. An employee who is bumped by another employee with greater seniority shall have the right to select the highest position in the bargaining unit that he/she is qualified for by seniority, provided that no employee may displace another employee in a Lead 4, 5 or 6 job classification regardless of seniority.
3. Procedure: The names of the persons laid off shall be placed on the layoff register by Bargaining Unit seniority. Persons on the layoff registers shall be recalled on the basis of highest seniority for positions for which they are qualified.
4. Recall: Both the employee being recalled and the President of the Association shall be notified in writing when a recall occurs. Employees reinstated within fifteen (15) months after date of layoff will retain but will not accrue seniority during the period of layoff. Employees will not accrue sick leave or vacation during the layoff. If the employee is on layoff and new or open positions are posted, current employees will have priority. If no current employees applies for the job, those on layoff will have priority. The position shall not be posted publicly until all employees on layoff are provided the opportunity for recall, following seniority order.

5. Notice of Address: Employees on layoff status shall file their addresses with the Human Resources Department of the District and shall thereafter promptly advise the District in writing of any change of address. Failure to comply will result in forfeit of reemployment rights.
6. Reemployment Forfeit of Rights: An employee shall forfeit rights to reemployment if the employee does not respond to the offer of reemployment within five (5) workdays.
7. Rejection of Reemployment Offers: An employee on layoff status who rejects an offer or reemployment forfeits seniority and all other accrued benefits; provided that such employee is offered a position substantially equal in wages, hours, and benefits to that held prior to layoff.

### **SECTION E—Personnel File**

1. Right to Inspect: Employees will, upon request, have the right to inspect the contents of their complete personnel file kept within the District. Anyone, at the employee's request, may be present during this review.
2. Right to Documents: Upon request, one copy of any document contained therein shall be afforded the employee at the District's expense. Additional copies will be at the employee's expense.
3. Location: The District shall maintain the employee's personnel file at the District Office. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District.
4. Right to Attach Comments: Copies of all materials to be placed in the employee's file will be forwarded to the employee and the employee will be afforded the opportunity to attach his/her comments. Statements from non-professional sources shall not be included in the personnel file. Any discipline or evaluation material placed in an employee's personnel file shall be signed by the employee.
5. Removal of Material: Material of a disciplinary or evaluative nature shall be retained for a maximum of two (2) years from the date to which material refers. At the end of each school year the district shall remove from the personnel files all negative material which is two (2) years old. The District nor any representative of the District shall maintain any secret or other file, other than the ones indicated in this section, on any employee exclusive of files that are directly or indirectly required by law, including but not limited to harassment, discrimination, and bullying documents and files, I-9 documents and files, medical documents and files, background check documents and files, drug testing documents and files, and sexual misconduct documents and files. When documents are removed from an employee's personnel file pursuant to this section, the District shall be absolutely prohibited from using such document in any subsequent disciplinary decision against the employee.

### **SECTION F—Staff Protection:**

1. District Insurance: The District shall carry employees as insured in its District liability insurance program. Employees shall be given the same levels of protection as all other employee groups.
2. Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if necessary, the appropriate law enforcement authority. Reasonable steps shall be taken by the District in cooperation with the employee to reasonably provide for the employee's safety. Precautionary measures for the employee's

safety shall be reported to the employee.

3. **Loss or Damaged Property:** The District shall reimburse employees for replacement of any clothing or other personal property not utilized or worn in the course of employment that is damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the employee's personal insurance or \$125.00, whichever is less.

The District shall reimburse employees for vandalism damage to an employee's vehicle under the following conditions:

- a) The employee claiming the loss must be the registered owner or spouse of the registered vehicle owner that has been damaged.
- b) The vandalism must have occurred while the employee was on shift and at the employee's work location.
- c) Reimbursement shall be one-half the amount of the loss or one-half the employee's deductible whichever is less, but not to exceed \$150.00. An affidavit shall be required to be signed by the employee stating the date, place, and nature of the damage, loss or destruction of such property.

### **SECTION G – Open Positions**

1. Job openings or vacancies for bargaining unit positions which are to be filled shall be posted on bulletin boards in the District which are normally seen by employees covered by this Agreement, for five (5) working days prior to being filled, so that all interested employees may bid for the job opening or vacancy. The location for posting will be designated jointly by the administration and Association representative in each building. Any change of location shall mutually be agreed upon. A copy of each posting shall concurrently be delivered to the Association president. All permanent employees shall have the first opportunity to be considered for any job opening.
2. Selection of employees for a permanent assignment shall be made by the supervisor. Any employee within the Association of the posting who meets the qualification (job descriptions/posting) for the position shall be given the position. When there is more than one employee from within the Association who applies and meets the qualifications, the one with the greater seniority shall receive the positions.

Personnel hired into a regular status position or hired from outside the affected bargaining unit will start at the bottom of the bargaining unit seniority listing.

In determining selection for Lead Custodian 4, 5, & 6 positions the following process shall apply:

- An application process with understanding that qualifications are given first considerations with seniority as a tie breaker.
- Meeting qualifications is determined on an employees' score on a standardized assessment with an objective scoring criterion. (Scores are provided to all bidding employees)
- A minimum qualifying score on the assessment shall be established by the committee and all employees who achieve the minimum score shall be interviewed for the open position.
- A minimum qualifying interview score shall be established by the committee prior to conducting interviews. Each interviewed employee shall receive a numeric score, with rational, from the interview committee.
- All employees who meet the minimum qualifications in the interview process go into a hiring pool, with seniority determining the successful candidate for the open position.



- An Assessment rubric, with all assessment topics covered, shall be provided and made available to all interested employees prior to taking the assessment.

When there is more than one employee from within the association who applies and meets the qualifications, the one with the greater seniority shall receive the position.

3. Notification when positions are filled: All employees requesting a transfer to a job opening or vacancy shall be notified within five (5) days of the employer filling the job opening or vacancy. Such notification shall include a statement of acceptance or non-acceptance and the reasons therefore. If there are no bargaining unit employees who apply to the open position and who meet qualifications, the position shall be posted outside the bargaining unit.

If no bargaining unit employees applies or no bargaining unit member who applies meet the minimum qualification for a lead position, the District reserves the right to temporarily assign an employee involuntarily, for a maximum of ninety (90) days or until filled. Promotion to lead positions are for internal applicants only. If there are no employees with minimum qualifications, the District agrees to provide involuntarily transferred employees with on the job training opportunities to develop the skills needed for the positions.

4. Personnel transferring or hired from outside of the affected department will start at the bottom of the departmental seniority listing.
5. When an employee accepts a Custodian 2 or 3 classifications transfer, the transfer shall be considered temporary for a period of ten (10) working days of the date of the change. The District reserves the right to extend the probation period by ten (10) days. Within the ten (10) working day period, if the employee should decide he/she does not want the position, he/she shall revert to his/her former position without prejudice or loss of original seniority. If after the ten (10) day period the District feels the employee is unable to meet the qualifications of the position, the supervisor shall meet with the employee and discuss specific, documented concerns identified using the evaluation section Article III, Section M of the collective Bargaining Agreement. The employee shall then be given ten (10) additional working days to address the concerns of the supervisor. If after the ten (10) additional working days, it is the decision, of the administrator/supervisor that the employee is unsuited for the position, the employee shall revert to his/her former position without prejudice. The ten (10) day trial period may be waived by mutual agreement of the employee and the administrator/supervisor. Voluntary transfers shall be limited to three (3) per year, per employee.

When an employee accepts or is placed in a higher classification (Lead 4, 5, and 6) he/she shall serve a new probationary period of three (3) months. If during the probation period the District feels the employee is unable to meet the performance standards of the position the District shall meet with the employee to discuss specific documented concerns identified using the evaluation section Article III, Section M of the Collective Bargaining Agreement. The employee will be given twenty (20) working days to address the concerns of the supervisor. Should the District determine that the employee is unsuited for the position the employee may be demoted to a lower classification Custodian 2 or 3 and the position he/she is placed in shall be determined by the District. There shall be no bumping rights awarded this demotion. This provision shall not exempt an employee from due process disciplinary proceeding when applicable. Demotion is not part of progressive discipline.

6. Selection of new employees for permanent positions: Selection of employees for permanent assignment shall be made by the principal/supervisor and the appropriate hiring team. The hiring team shall include at least one bargaining unit employee from the affected site/department and one Association

representative. In the event the hiring team cannot agree on a candidate for the position, the principal/supervisor may make the final decision.

7. Opportunity for custodians to trade jobs: In the event that two (2) custodians wish to trade same shift jobs, the following criteria will apply:
  - Prior to the trade, both principals, custodial supervisor, and both custodians must agree to the trade.
  - After the initial trade, a ten (10) day evaluation period (item D) which must coincide for both custodians, provides for any of the effected parties to negate the trade.
  - At the conclusion of the ten (10) day evaluation and if all parties agree, then the trade will become permanent.
  - A job trade does not apply for any posted position.
  - 
  - Any level 2 or 3 custodian may trade jobs following the above process. Individuals trading jobs across Classification 2 & 3 will be placed at the appropriate step on Appendix A for the new position.
  - Job Trades are not eligible in Classification 4, 5, & 6.

#### **SECTION H - Gym Floor Refinishing**

1. District Custodian II's shall have the right to bid on the gym floor refinishing summer work. Should no regular custodian bid on an open gym floor position, a hiring team consisting of three MCPEA members and three (3) District members shall screen and recommend a candidate for hire.
2. For all work performed on gym floors, the lead employee shall be paid the Custodian III rate for the term of the work. Those not working as leads shall be paid at the Custodian II rate of pay.
3. Custodians involved shall fall back in to their prior position upon completion of the gym floor refinishing work.
4. The bid will be for a continuing period. The employee shall notify the District by September 15 of the current school year before discontinuing the gym refinishing the end of following school year. The District will notify the employee by September 15, of the current school year prior to no longer offering the gym floor refinishing work to that employee the following year. At the time of notification by either party, the job will be open for bid to allow for a training period.
5. Should additional work or lack of equipment prohibit the gym floor crew from finishing the required work, the District shall have the ability to contract out work to ensure all projects are finished prior to the upcoming school year prior to the upcoming school year.
6. Gym Floor refinishing include screening and reapplying floor finish. Work over and above this scope may be contracted out.

#### **SECTION I - Student Workplace Training Opportunities**

1. The District and the Association agree that students benefit from opportunities to learn good work ethics and workplace skills. It is further agreed that students will at times be provided with these opportunities within the school environment, on a volunteer basis, for credit, and/or via paid status from various District and community sources.
2. The District and the Association agree that students learning such work skills are not intended to take

away work normally assigned to bargaining unit members. Should such work opportunities crossover into regularly assigned bargaining unit work, the following shall prevail:

- a) No student shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any student prevent the employment of persons who would otherwise be hired.
- b) If students are involved in employment-related activities that involve additional supervision by employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision.

## **SECTION J - Holidays**

1. Employees covered by this Agreement shall receive the following holidays:

Labor Day  
Veteran's Day  
Thanksgiving Day and Friday after  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King Jr.'s Birthday  
President's Day  
Memorial Day  
4<sup>th</sup> of July

2. Should a holiday fall on a Saturday, or the regularly scheduled day off, the preceding work day shall be observed as the holiday. If a holiday falls on a Sunday, or the regularly scheduled day off, the succeeding work day shall be observed as the holiday. For those employees working the four-day week during the summer, if the Fourth of July falls on a Friday, or the regularly scheduled day off, the holiday shall be observed on the previous work day.
3. Normal Work Week Employees shall receive the day preceding Christmas day and the day preceding New Year's Day off with pay. Should the day preceding Christmas and New Year's Day fall on a Friday, the holiday shall be observed on the preceding Thursday provided that day is a non-student day. Should the day preceding Christmas and New Year's Day fall on a Saturday/Sunday, the holiday shall be observed on the preceding Friday provided that day is a non-student day. For Alternative Work Week employees, regarding Christmas Eve and New Year's Eve see Section #2 above.
4. Triple time (3) will be paid for all work performed on the holidays listed in Section J.1 above. Work performed on days observed as holidays (i.e. Monday after Christmas which falls on a Sunday) are not eligible for triple time pay but will be paid at the appropriate overtime rate of pay.

## **SECTION K–Vacations**

1. All twelve (12) month employees will earn vacation monthly on a pro rata basis (based on regularly assigned daily hours).

Years of Service	Vacation Eligibility	
	Hrs/MO	Total Ds/Hrs
0 thru 4 years	8.08 hrs/mo	12.125 days or 97 hrs
5 thru 9 years	12.08 hrs/mo	18.125 days or 145 hrs
10 years+	16.67 hrs/mo	25 days or 200 hrs

2. Request for vacation shall be granted providing that work site coverage, as determined minimally necessary by the District, can be maintained. Once a request has been approved, the District shall not rescind the decision. Selection shall be made on a seniority basis as long as the request has been submitted at least sixty (60) days in advance. If it is an extended request of four (4) or more full consecutive days, day one (1) shall be the count day for the entire vacation request. If request are not submitted at least sixty (60) days in advance, request shall be granted on a first come first serve basis. Employees' request for vacation must be made by noon of the prior regularly scheduled work day.
3. Vacations may be accumulated to a total of thirty (30) working days as of the employee's anniversary date. Any vacation leave accumulated beyond this limit will be forfeited unless the employee requests in writing to defer his/her vacation in which case, upon manager approval, the vacation leave shall not be forfeited. An employee may not be paid additional compensation for earned vacation time not taken. An employee may donate vacation leave accumulated over thirty (30) days through an approved shared leave process, in lieu of forfeiting the vacation. After deferral, an employee must bring the balance back to thirty (30) working days or below for the following year. An employee may not defer for consecutive years. At the start of the school year, the District will send a yearly email reminder to all affected employees regarding this process.
4. Any employee who is laid off, discharged, retired or separated from the service of the District for any reason prior to taking his/her vacation shall be allowed to receive payment for earned vacation time consistent with applicable state laws.
5. The total number of accumulated annual leave days and vacation days to be reimbursed at retirement or termination will not exceed thirty (30) days total during the AFC (Average Final Compensation) period, or the employee's two highest consecutive paid years. 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.

## **SECTION L- Tobacco-Free Environment**

The parties, in accordance with RCW 28A.210.310, recognize that the District is a tobacco-free work place. This means that no employee may smoke any kind of lighted pipe, cigar, cigarette or use any other lighted smoking equipment or materials or use tobacco products in or on District property.

The District agrees to pay the cost of assistance provided through consultants approved by the District for those employees who use tobacco products and who need assistance in quitting this use. Provided, however, the District shall not pay for more than two (2) attempts by an employee to complete a no smoking program.

Any employee who violates this contract provision will be subject to progressive disciplinary action. The District recognizes that tobacco use is an addiction and that this policy will be implemented in that spirit. The option of job termination will be a final resort only.

### **SECTION M - Employee Evaluation**

1. Evaluations: An employee will have one (1) evaluation per school year unless he/she is having performance problems. Evaluations will be completed only on the negotiated form Appendix B. Evaluations. The District's decisions will not be subject to the grievance process. Evaluations will be completed by the end of the work year unless an employee has been placed on probation extending beyond the end of the school year. The employee has the right to attach comments to any evaluation report.
2. Evaluator: The evaluator will be the employee's administrator or non-bargaining unit supervisor unless otherwise designated in writing.
3. Observations: Any formal observations conducted to assist in the evaluation process will be done openly and with full knowledge of the employee. All mechanical and/or electronic monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. No evaluation or other such report shall be placed in the employee's file without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
4. Use of Evaluation Results: Evaluations results shall be used to document:  
Exceeds Expectation: The employee consistently exceeds expectation.  
Meets Expectation: An employee's performance meets the specific job requirements.  
Working Towards Expectations: May be used to notify an employee that his/her performance must improve in order to avoid a "Does Not Meet Expectations" rating on a subsequent evaluation.  
Does Not Meet Expectations: An employee's performance does not meet the specific job requirements.
5. Probation: An employee whose overall performance appraisal is Does Not Meet Expectations may be put on probation for performance deficiencies. The placing of an employee on probation shall not be subject to the grievance process. The employee will be given specific written reasons for being placed on probation. The District, with input from the employee and the Association, will provide a plan of improvement and will provide the necessary help to assist the employee in his/her improvement. He/she shall be given a minimum of thirty (30) working days following the implementation of the plan of improvement in which to improve his/her performance before a final determination is made as to the outcome of the probation. The absence of any unsatisfactory marks (Does Not Meet Expectations or Working Toward Expectations) in the re-evaluation will constitute the end of the probation period. Probation may not be extended beyond forty-five (45) working days without formal re-evaluation.
6. Personnel File: A copy of the employee's Evaluation may be retained in the employee's personnel file.
7. Evaluator's working file: It is recognized that the evaluator in the evaluation process may need to maintain an anecdotal record in order to aid in the evaluation process. Such material shall not be kept beyond the completion of the evaluation and shall not be placed in the personnel file.

### **SECTION N - Harassment**

A safe and civil environment is essential and therefore the District is committed to providing high quality and nurturing work and learning environments where all individuals are treated with respect and civility; conversely, uncivil conduct interferes with the productivity of the workplace and negatively impacts the learning environment for students. To that effect, the District shall enforce Board Policy number 5011: Sexual Harassment and Board Policy number 5282: Civility.

Said policy provides for a complaint procedure. This provision shall not be subject to the grievance procedure contained herein.

## **ARTICLE IV – LEAVES**

### **SECTION A – Sick Leave**

1. **Accumulation:** At the beginning of each school year, each employee shall be credited with an advance sick leave allowance of 12 days with pay. The District retains the right to reclaim sick leave that is used but unearned.

Each employee's portion of unused sick leave allowance shall accumulate from year to year as permitted by statute. Pay for any period of approved sick leave shall be the same as the pay for the employee's regular work.

Employees employed less than a full term shall be entitled to a proportionate part of all sick leave allowance.

In case of an extended disability or illness, an employee may continue to draw sick leave until it has been exhausted.

2. **Use:**
  - a) **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.
  - b) **Maternity:** The District shall grant sick leave for pregnancy, child birth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability. Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as the employee knows that date.
  - c) **Family Illness:** The District shall grant sick leave to employees in the event of illness within the immediate family of the employee. For purposes of this provision, immediate family shall consist of husband or wife, parent, brother or sister, grandparents, children, grandchildren, spouse's parents, brother, sister, grandparents, children, grandchildren.
3. **Physician's Statement:** Any employee entitled to sick leave required to be absent in excess of five (5) days, may be asked for a verification by a written statement from his/her physician. Request for sick leave must be made to the District as early as possible, so that a substitute may be secured.

Also, when an employee has exhibited a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury of necessitating

the employee's absence irrespective of five (5) days.

A pattern of absence is defined as similar days of absence (i.e.: every Monday or every Friday, etc.) repeatedly taken (more than 3 instances), or 2-5 consecutive days (etc., one week Tue-Wed, next week Thurs-Fri, etc.) repeatedly taken (more than 3 instances), or repeatedly extending vacations, holidays, or non-student days. When a pattern is suspected, the previous year's attendance will be reviewed to confirm said pattern.

4. Injury on the Job: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave in the amount of the difference between his/her regular pay and that paid by State Industrial after the first three (3) days off the job. Full amount of sick leave shall be paid the first three (3) days.

Should an employee be paid later by State Industrial for the first three (3) days of absence, the amount paid the employee by State Industrial for the first three (3) days shall be credited to Mead School District for money due the employee in the next payroll period. The pro rata part of sick leave determined by the ratio of regular sick leave and State Industrial compensation shall be charged to the employee as time off the job. The only sick leave allowed to be taken will be what the employee has accumulated.

5. Sick Leave Sharing: Association members may participate in leave sharing as per state law and district policy.

6. Conversion of Accumulated Sick Leave

- a) Purpose: The purpose is to provide for compensating school district employees for accumulated sick leave and, by so doing, to reduce employee absenteeism and increase productivity as referenced in Board Policy.
- b) Definitions:
  - (1) Eligible employees shall include all persons regularly employed by the District and entitled by law, collective bargaining agreements, district policy, or individual contracts to receive sick leave.
  - (2) The terms "full day" and "full day of sick leave" shall mean and be equivalent to one day of full-time employment for each employee as specified in that employee's normal work assignments or inapplicable collective bargaining agreements, policies, or individual contracts.
  - (3) The term "full-time daily rate of compensation" shall mean the salary of an employee for each full day of employment exclusive of supplemental pay such as extracurricular pay, overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
  - (4) The term "sick leave" shall mean leave granted to an employee for the purpose of absence from work with pay in the event of illness or injury or both.

7. Annual Conversion of Accumulated Sick Leave

- a) Commencing in January of 1981 and each January thereafter, each eligible, current employee may elect to convert excess sick leave to monetary compensation as hereinafter provided for in Board Policy.
- b) An eligible employee is one who has accumulated in excess of 60 full days of unused sick leave as of the last pay period of the prior year, at a rate of not more than 12 days per year.
- c) Written notice of the intent to convert unused sick leave must be provided to the District during the month of January.

- d) The number of sick leave days which an eligible employee may convert shall be determined by taking the number of days accumulated during the previous calendar year and subtracting there from the number of sick leave days used by the employee during the previous calendar year.
- e) The number calculated in paragraph 4 above, if positive, shall be the number of sick leave days, which may be converted. Monetary compensation shall be paid to the employee at a rate equal to one day's monetary compensation of the employee for each four full days of accrued sick leave. Partial days shall be compensated on a pro rata basis.
- f) Sick leave days converted to compensation, pursuant to paragraph 5 above, shall be deducted from the employee's accumulated sick leave.
- g) Compensation received pursuant to this policy shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.
- h) Payment shall be included in the February payroll. Required federal withholding and social security deductions will be made at this time.

#### 8. Conversion of Sick Leave Upon Retirement or Death

- a) Each employee who subsequently terminates employment due to either retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused sick leave days to monetary compensation.
- b) All unused sick leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) may be converted to monetary compensation upon the employee's termination of employment due to retirement or death.
- c) "Retirement" for purposes of this policy shall mean the employee must have separated from employment and have been granted a retirement allowance from a state retirement system.
- d) Compensation for converted accumulated sick leave shall be paid at the rate equal to one day's monetary compensation of the employee for each four full days of accrued sick. Payment shall be made at the time the final salary warrant is issued to the employee prior to retirement.

### **SECTION B - Bereavement Leave**

- 1. Up to five (5) days of bereavement leave with pay will be granted for each occurrence of death of immediate family. For purposes of this provision, immediate family shall consist of husband or wife, parent, brother or sister, grandparents, children, grandchildren, spouse's parents, brother, sister, grandparents, children, grandchildren.
- 2. Up to two (2) days will be granted for bereavement for a person of close personal ties to attend the funeral, or memorial event.
- 3. In cases where emergency factors of long distance are involved, the employee may request up to two (2) additional days leave.
- 4. Additional leave may be taken under the terms of this policy and shall be deducted from the employee's accumulated sick leave.

### **SECTION C - Emergency Leave**

Emergency leave is granted when an unforeseen and unavoidable crisis event of grave consequences prevents the employee from performing regular school duties. Request for leave is made to the immediate supervisor with final approval by the Superintendent. Emergency leave will only be approved when other leaves in the article are



not applicable.

#### **SECTION D - Long-Term Health Leave**

1. An employee who is unable to perform his duties because of personal illness or disability may, upon request, be granted leave of absence without pay for the duration of each illness or disability up to one year.
2. Application for leave of absence for health condition shall be made in writing to the Human Services Department with a copy to the appropriate administrator.
3. Leaves for health condition may be granted for one year at a time and may be renewed annually upon written request and approval of the Board up to a total of two (2) years.
4. Accumulated sick leave is retained while on leave of absence for health conditions. No increments are allowed for the year when an employee is on leave of absence for health conditions. A leave of absence without pay of up to two (2) years may be granted one (1) year at a time for the purpose of caring for a sick member of the employee's immediate family.

#### **SECTION E - Family and Medical Leave** (Family and Medical Leave Act of 1993, Board Policy)

1. Eligibility: Any eligible employee shall be granted Family Leave pursuant to the federal Family and Medical Leave Act (FMLA) and the Washington Family Leave Act (WFLA).
2. Usage: Employees shall be provided twelve (12) work weeks of unpaid leave during any twelve (12) month period for any of the following reasons:
  - a) To care for the employee's child after birth, or placement for adoption or foster care;
  - b) To care for a member of the employee's family, as defined under FMLA, who has a serious health condition; or
  - c) For a serious health condition of the employee; or
  - d) Any other reason provided for in the FMLA or WFLA.
3. Notification: The employee shall provide the District thirty (30) days advance notice of his/her intent to use Family Leave when the need for the leave is foreseeable.
4. Job Benefits and Protection: The District shall insure the following provisions:
  - a) Maintain the employee's full insurance benefits during the duration of Family Leave, The employee is responsible to make timely payments of his/her portion of their insurance premium.
  - b) Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on unpaid Medical Leave,
  - c) Grant the employee his/her previous or similar position upon return from Family Leave; and (2008)
  - d) Maintain any employee benefits that accrued prior to the start of Family Leave.

#### **SECTION F - Washington State Paid Family and Medical Leave (PMFL)**

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PMFL) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the first four of the last five calendar quarters. Beginning January 2019, the District shall pay the amount of the employer payroll premium

required by state law, and the employee shall pay the employee premium.

### **SECTION G - Parenting Leave**

Employees may request up to one (1) year leave of absence for parenting leave without pay.

### **SECTION H - Military Leave**

The district shall grant military leave as provided by law to each eligible employee as per board policy and state federal law.

### **SECTION I - Annual Leave**

1. Annual leave up to three (3) days per year with pay will be allowed each permanent full-time employee to take care of personal business. Employees will be allowed to carry over unused annual leave days from one year to the next for the purposes of accumulating up to twelve (12) days, and allowing five (5) days to be used consecutively in a given year.
2. For annual leave, an employee will draw pay on the basis of the number of daily hours worked. At the end of each school year, annual leave will be allowed to accumulate to a maximum of twelve (12) days for the purpose of reimbursement only if requested by the Association member with the following condition: the total number of accumulated annual leave days and vacation days to be reimbursed at retirement or termination will not exceed thirty (30) days total during the AFC (Average Final Compensation) period, or the employee's two highest consecutive paid years. 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.
3. For Custodians, annual leave will be reimbursed at employee's current rate of pay.

### **SECTION J - Jury Duty and Subpoena Leave**

1. Jury Duty: A leave of absence with pay shall be granted for jury duty.
2. Subpoena: A leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law and the subpoena meets a civic responsibility or is in the interest of the District. Any compensation received for jury duty or for a subpoena appearance on contracted days shall be kept by the employee in accordance with state law.
3. Notice to Appear: Within 5 days of receipt of the "notice to appear" the employee shall provide supervisor with a copy of such notice. A copy of the "record of service" shall be submitted to the supervisor at the end of each month.

### **SECTION K - Public Service Leave**

1. Up to five (5) days of Public Service Leave may be granted each year by the Board of Directors to individuals who have been appointed to serve on a government committee. The purpose of this committee shall be related to their job responsibilities. Any compensation other than expenses, received for service performed on contracted days shall be remitted to the District.

2. Any employee serving in an elected position may be granted unpaid leave when required to perform the duties of his/her elected office.

#### **SECTION L - Extended Leaves of Absence**

1. Extended Association Leave: Employees designated by the Association may, upon request, be granted a leave of absence without pay for up to two (2) years, per request, for the purposes of engaging in activities of the Association or its affiliates.
2. Employee Extended Leave: A leave of absence without pay for up to one (1) year may be granted for reasons considered to be for the good of the District or upon request of the employee, provided sufficient notice is given.
  - a) An employee may make application for such leave following five (5) consecutive years of employment with the District.
  - b) The employee shall provide thirty (30) days written advance notice of intent to return to active status. The District shall send the employee a written reminder to provide notice of intent to return on or about sixty (60) days prior to the return date. The notice shall be sent to the employee's last known address.
  - c) The employee shall retain accrued sick leave, earned vacation rights and seniority rights while on leave of absence. Vacation credits, sick leave and seniority shall not accrue while the employee is on a leave of absence.
  - d) Employees returning from leave within one (1) year shall be returned to their former positions.

## **ARTICLE V - FISCAL**

### **SECTION A - Fringe Benefits**

- 1.
1. School Employees Benefit Board (SEBB) Program:  
Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for employee health insurance for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August.

Benefits provided by the SEBB will include but not be limited to:

1. Basic life and accidental death and dismemberment insurance (AD&D)
2. Basic long-term disability
3. Vision
4. Dental (which may include orthodontia)
5. Medical plan

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).

2. Eligibility:  
Unless otherwise adjusted by the state, all employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the Health Care Authority (HCA) rules for mid-year hires. Eligibility appeals shall be submitted according and adhered to HCA procedures and are not subject to the grievance process.

3. Paid Leave:  
Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An employee on approved leave under the Federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) program shall continue to receive the employer contribution toward SEBB insurance coverage in accordance with the employment protections as defined by the Federal FMLA or state statute (RCW 50A.35.010).

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA.

4. Benefit Enrollment/Start:  
Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

Should an employee who previously was not expected to be eligible for benefits under SEBB, work

630 hours in one year, the employee will become eligible for benefits to begin the month after district confirms the employee has attained 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive years, the employee will have met the two-year lookback provision under SEBB and therefore be eligible for benefits under SEBB unless there is a change in work schedule and the District no longer anticipates the employee will work 630 hours during the school year at which point benefits end the last day of the month in which the change

5. Continuity of Coverage:

New employees previously employed by a SEBB employer and eligible for SEBB coverage will transfer benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours or more in the school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following the establishment of eligibility.

6. Benefit Termination/End: Eligibility and benefits end the last day of the month in which the termination/resignation/retirement notice is effective (separation effective date).

## **SECTION B - Wages**

1. Rate of Pay: Each employee shall be paid at his/her regular rate of pay for his/her job classification for all work done except when an employee performs work in a classification that pays higher than the employee's regular classification, in which case, the employee shall be paid at the next higher hourly rate for all hours worked in that classification as stipulated in Appendix A – Hourly Wage Schedule.
2. Wages - Longevity: For purpose of determining wages, longevity shall be defined as the number of years of service with the District.
3. Salary Advancement: Experience step raises and longevity pay increases shall be assessed annually on September. Employees having less than six (6) months experience by an assessment date shall wait until the following assessment date to advance to the next step. Employees having six (6) months or more experience by an assessment date shall be advanced to the appropriate pay level.
4. Fair Labor Standards Act: All work performed within the District and covered by this Agreement shall concur with the Fair Labor Standards Act.
5. For the duration of this contract, the following shall be applied annually to all steps of the salary schedule not including longevity.
  - 2021 - 2022 – IPD
  - 2022 – 2023 – IPD or 2% whichever is greater
  - 2023 – 2024 – IPD or 2% whichever is greater
6. Errors made in payments, over or under, will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Employees who receive an overpayment by the District will work with the HR office to determine which of the following repayments options will be most appropriate:
  - a. Lump sum payment.
  - b. Equal payments to be completed by the end of the school year.
  - c. Additional overpayment options to extend beyond the current year may be approved in unique

- circumstances.
- d. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.
  - e. Additional options may be mutually agreed upon.

All monies owed to a classified employee because of a payment error will be paid on the scheduled payroll day.

### **SECTION C - Work Hours and Working Regulations**

1. Normal Work Week: The normal work week for employees working five (5) eight hour shifts shall be considered to be Monday through Friday beginning with the day shift excluding regular scheduled graveyard shifts and alternative work week custodians. The work week for alternative work week custodians will include two (2) consecutive days off. The workweek schedule for alternative work week custodians will be assigned at the beginning of each contract year (September 1st).
2. Regular Pay: Regular pay will be defined as forty (40) hours per week.
3. Overtime: Overtime pay will be paid at the rate of one and one half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in any given work week. The District may not reduce regularly assigned hours to avoid paying overtime.
  - a) Double Time Pay: Double time will be paid for all Sunday work. The only exception being the Sunday graveyard shift and alternative work week custodians.
  - b) Triple Time Pay: Triple time (3) will be paid for all work performed on a holiday as set forth in this collective bargaining agreement.
  - c) Call Backs: All employees covered under this contract who are called back to work by a supervisor or security service will receive the appropriate overtime pay for a minimum of two (2) hours and are required to show documentation on their time card in the remarks section. Time will be documented from the time the employee leaves home until the employee returns.
4. Overtime Distribution: Supervisory personnel shall provide overtime opportunities equally among permanent employees qualified to perform the tasks required.
5. School or Building Sponsored Activities: When an employee is called to work for an extra school or building sponsored activity, the employee who is assigned to the building where the activity is being held or who has the appropriate skills required for the activity should be called first and shall be paid by the District. When a community use activity is held with District approval, the same policy shall be followed however, work shall be on a volunteer basis. The building principal or custodial supervisor shall be notified by the employee whenever community use of the school or building results in a need for additional support attention.
6. District Initiated Training: Training for employees which is required by or requested in writing by the District shall be at the District's time and expense and with no additional costs incurred by the employee.
7. Minimum Employees Required: There will be a minimum of one (1) employee on each eight (8) hour shift in each building.
  - a) When any part time regular status position reaches 6-8 hours/day the Association and District will

meet to determine if it should be re-posted for the general membership to bid. If it is re-posted the individual currently occupying the position will be eligible to bid but will move to a different position if he/she has less seniority than the successful bidder.

b) Annually, the District and the Association will discuss each part time regular position at the September/October labor/management meeting to ascertain the need for additional hours. It will be the responsibility of the Association to put this item on the agenda if applicable.

c) If an employee works four (4) hours or less for the working year seniority will accrue at ½ (half) seniority. Should this position receive additional hours from 4-8 hours per day for a period of at least four (4) months this position shall accrue a full seniority for the contract year.

8. Winter, Summer, Spring Break Work Shift: The normal work shift throughout the year during winter, spring and summer breaks shall consist of eight (8) hours for eight (8) hours compensation including a thirty (30) minute uninterrupted lunch period to be scheduled by the appropriate supervisor as near the middle of the shift as is practical; and also includes an uninterrupted fifteen (15) minute first half rest break and a fifteen (15) minute second half rest break. Interruptions to lunch breaks may be made if the supervisor determines that an emergency merits such interruptions.

When a normal work week employee is approved to work four (4) ten-hour shifts during spring and summer breaks, the employee will be assigned to work either a Monday through Thursday or Tuesday through Friday schedule. When an alternative work week employee is approved to work four (4) ten-hour shifts during Spring and Summer breaks, the work days will be assigned by the supervisor.

9. Employees Working More than Five Hours: Employees working more than five (5) hours but less than eight (8) hours shall receive a fifteen (15) minute rest break in each of the first and second segments of the shift and shall also receive a thirty (30) minute unpaid, uninterrupted lunch break during the appropriate midpoint of their shift. Interruptions to lunch breaks may be made if the supervisor determines that an emergency merits such interruptions.
10. On Site Work Hours: At each building/department the employee(s) and the supervisor will work cooperatively to mutually set work hours for each shift to meet both building/program and individual(s) duties. Work hours are to be established prior to September 1, of each year allowing up to one (1) hour variation from the shifts listed below. Shift changes more than one (1) hour may be submitted to Labor/Management as a variance if necessary. In the event that a mutual decision is not reached, resolution of the work hours will be accomplished through Labor/Management.

Shift hours for full-time employees will be as follows:

Days 6:00 am to 2:30 pm  
Swing 2:30 pm to 11:00 pm  
Graveyard 10:00 pm to 6:30 am  
Mid shift 11:30 am to 8:00 pm

Exceptions for individual events may be made by principal/supervisor discretion. It is recognized that for winter and spring break, employees working with supervisors may adjust work hours. Change in Shift Hours - Short Term: The established hours of a shift may be adjusted by up to two (2) hours if mutually agreed by the supervisor and the employee(s). Short term means up to ten (10) consecutive

working days.

11. Summer and Spring Break Employees have the option of choosing a four (4)-day work week at forty (40) hours per week. The immediate supervisor shall be notified two weeks before spring break and by May 1st for summer break of the employee's intent to work a four-day work week at forty (40) hours per week. Spring break hours will begin on the first day of the break and end the last day of the break. Summer hours will begin the Monday following the last day of school and end the Monday one week before school begins with each employee going back to their regularly scheduled shift (day, swing, night). When the four-day (4) work week is selected, adjustments in summer hours will be made to cover building security while office staff are present, ten (10) working days after the last day of school and ten (10) working days prior to the first day of school. The intent of this provision is to offer employees as much flexibility within the forty (40)-hour work week and yet meet the needs of individual buildings.

Employees will be paid overtime for all work hours in excess of forty (40) hours in any given week.

The two fifteen (15) minute rest breaks and the one thirty (30) minute lunch period will be observed for the ten (10) hour shift.

12. Emergency Closures: A natural disaster (i.e., Mt. St. Helen's, etc.), which results in a state of emergency being declared by a county, state, or federal official authorized to do so and which prevents employees from meeting their appointed duties will not constitute loss of vacation, personal leave, sick leave, or pay.
13. Primary Custodial Function: The primary function of employees is the cleaning of the building and supporting the health and safety of students as they relate to the condition of the building. When duties are to be performed that are not a regular part of the run sheet, the Lead Custodian of the building shall be responsible to determine and assign a balanced workload for custodians assuring clean, safe and sanitary conditions.
14. Job Descriptions/Classification: The parties agree that job descriptions and classification titles shall be omitted from the bargaining agreement per se, but that the two (2) parties shall meet and confer on matters relating to job descriptions, job titles, etc., in labor/management meetings as provided for in this Agreement.
15. Security Checks: The building supervisor will meet with custodian(s) in each building to mutually determine a safe process and equipment necessary for doing security checks.
16. Filling Substitutes for Custodians:
  - a) Substitute custodians may be requested by name. When a substitute custodian has been requested by name to fill a position, he/she will be called prior to the calling of substitutes from the Substitute Work List. If a requested substitute is not available to fill a position or if a substitute by name has not been requested, then substitutes will be called from the Substitute Work List.
  - b) Upon request of the principal/supervisor and affected custodian, the District will provide substitutes for elementary custodians during extended break periods to the extent possible subject to budget constraints.
17. Mail Delivery: During the summer months, the District will maintain inter District mail delivery to a designated spot at each secondary worksite at least once a week.



## **SECTION D – Snow Removal**

The following provisions shall be in place and administered in good faith:

1. The District will offer overtime opportunities to assist with snow removal from sidewalks and other areas not designated in Appendix E, Attachment 3. Overtime will be administered on a first come, first served basis until the need is fulfilled.
2. Custodians on regular shifts will only remove snow from blacktop areas if seasonal custodians, overtime custodians, or other outside sources cannot get to them in a timely manner. Custodians will only be responsible to make a safe walking path to the area needed. The District will make every effort to have these areas cleared by overtime staff and other outside sources before utilizing custodians on regular shift.
3. Outside sources may be used to help remove snow when custodial staffing is not enough to cover responsibilities.
4. When the District determines snow must be removed, custodians who are assigned during their regular shift to remove snow and de-ice walkways and entrances as needed, or clear other areas not specified in the Collective Bargaining Agreement, will receive a minimum of two (2) hours of time paid at time and one-half (1 ½ ). Time and one-half (1 ½ ) will be paid for the entire time custodians are engaged in snow removal including de-ice spreading. Routine de-icing that does not occur during a snow day would not be eligible for the time and one-half (1 ½ ) under this paragraph.

This agreement does not create an exception to double time for work done on Sundays.

## **SECTION E - Training/Clothing Allowance**

1. The District will provide a \$615.00 annual stipend per employee to be used for the following items:
  - a) Clothing allowance for professionally appropriate employee work wear, including shoes that can be worn to and from work and on the job site.
  - b) Foul weather gear.
2. The District will provide identification badges for all employees.
3. Employees shall be responsible for routine maintenance of their work wear.
4. As part of the above mentioned annual stipend in the amount of \$615.00, the employee will forego the payment of the in-service/training monies that were equally divided among regular status full-time employees.
5. For each school year, the District will provide five (5) shirts with the District logo. Employees are encouraged to wear this apparel during the school calendar year. This is for the purpose of identification and safety.

## **SECTION F - Reimbursement**

1. Travel: The District will reimburse mileage at the current IRS allowance rate. Reimbursement will be made for any employee use of a personal vehicle for approved District related business.

2. Licenses and Certificates: The District agrees to reimburse renewal fees for Forklift and other licenses required for Bargaining Unit members for performances of duties (not including standard driver's licenses). The District also agrees to reimburse renewal fees for certificates required of Bargaining Unit members as a condition of employment.

#### **SECTION G— Attendance Incentive Stipend**

In any one contract year:

1. Taking three (3) (24 hours at a minimum of four (4) hour increments) or less days for sick leave constitutes (not to exceed) a stipend of \$525; or
2. Taking six (6) (48 hours at a minimum of four (4) hour increments) or less sick days would receive a \$375 stipend.

Stipends will be paid out in the September warrant of the following contract year and are not to be combined for any one person. The incentive stipend will be instituted starting in the 2016-2017 contract year.

## **ARTICLE VI- Grievance Procedure**

- A. Purpose: The purpose of this article is to provide a process and the procedures for the resolution of problems and disputes arising from the implementation of this Agreement, while protecting the relationship between the parties. The procedures are stated first in Section B - General Procedures. The details of these procedures are stated in Section E - Procedures Details. Each phase and step of the procedure has specific restrictions and time limit requirements that appear only in the Section E - Procedure Details section.
- B. General Procedures:
1. Informal Phase - Employee raises issue with immediate supervisor
  2. Formal Phase - Grievance Form is submitted at this level
- Step One - Immediate supervisor answers written grievance form with written response.
- Step Two - Superintendent's designee hears grievance and responds in writing.
- Board Option - If in the designee's opinion, it is in the best interest of the relationship that the grievance go before the school board, the grievance will be presented to the Board and the Board will respond in writing.
- Mediation Option - If the District and the Association mutually agree to do so, the grievance may be submitted to grievance mediation.
- Arbitration Phase - The grievance is heard by a third party neutral who shall render a binding decision on both parties.
- C. Principles - The following principles are to be applied to the specific procedures:
1. The parties agree that issues should be resolved at the lowest possible level. Emphasis shall be placed on attempting to reach agreement in the Informal Phase.
  2. The parties agree that the hearings at each step of the Formal Phase may be handled in a less formal manner if in the opinion of the participants that the less formal process might be more productive in resolving the issues.
  3. The parties agree that because scheduling meetings is sometimes difficult and attempting to solve problems sometimes takes time, the time frames stated in this procedure may be modified by mutual consent of the Association and the District.
  4. The parties agree that employees may be represented at every level of this procedure by an authorized association representative who need not be an employee of the Mead School District.
- D. Definitions - The following definitions will be used in the specific procedures:
1. "Grievant" shall mean a classified employee or group of classified employees or the Association.
  2. "Grievance" is defined as an alleged violation of a specific term or terms of this Agreement dispute regarding an interpretation of the Agreement. All grievances shall contain a concise statement of the disagreement and the expressed contract provision which is alleged violated.

- E. Process: Within twenty (20) days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis of a grievance, the grievant shall present the grievance in either the Informal Phase meeting or in the Formal Phase in writing to the immediate supervisor.

1. Informal Phase - Employee raises issue with immediate supervisor.

The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. The employee may save time at this level by stating clearly the specific section(s) of the Collective Bargaining Agreement that there has (have) been a perceived violation. Failure to achieve a satisfactory settlement at this meeting allows the employee the option, within five (5) days, to move into the formal phase. In cases of district-wide implications, the problem should be brought to the labor/management process in an attempt to find a resolution prior to implementing the Formal Phase process.

2. Formal Phase - Grievance Form is submitted at this level.

Step 1: If, by this step of the formal phase, the employee has not stated clearly the specific section(s) of the Collective Bargaining Agreement where there has (have) been a perceived violation(s), the immediate supervisor will arrange for a meeting to discuss the issues raised in the grievance. In any case, a written decision from the supervisor shall be issued within five (5) days after receipt of the written grievance. Within five (5) days of an unsatisfactory response at Step 1, or failure to resolve the dispute at Step 1, or failure of the supervisor to respond within the time limits of Step 1, allows the grievant to move to Step 2.

Step 2: Upon receipt of the grievance to Step 2, the superintendent, or his designee, shall arrange for a meeting to take place within five (5) days. A written decision shall be issued within five (5) days after the meeting. If the grievance has not been resolved in Step 2, or if no decision has been rendered within five (5) days after presentation of the grievance in Step 2, the grievance may be moved either to the Board Option, or the Mediation Option, or to the Arbitration Phase. The conditions under which the grievance may go into each of these three options are stated within the options.

Board Option

If, in the opinion of the superintendent or his designee, the grievance should be heard by the Board, it shall be presented at the next regularly scheduled Board meeting. A written decision shall be issued within five (5) days after the meeting.

Mediation Option

If the District and the Association mutually agree to do so, the grievance may be submitted to grievance mediation.

1. The Association must notify the District in writing within five (5) days of the conclusion of Step 2, or the Board Option of the Association's desire to refer the grievance to mediation.
2. Within five (5) days following the agreement of the District and the Association to mediate the grievance, the Association shall notify the mutually agreed upon mediator. The mediator shall then schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.
3. There shall be one (1) person from each party designated as spokesperson for that party at the

mediation conference.

4. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance. In the event a settlement or resolution is not reached, the mediator shall not be called as a witness in any future proceedings.
5. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.
6. Written material presented to the mediator shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance.
7. The fees and expenses of the mediator and the Administrative Office shall be shared equally by the parties.
8. If no settlement is reached at mediation, the grievance may be appealed to arbitration. If the Association desires to appeal the grievance to arbitration, written notice of such appeal must be made within five (5) working days following the termination of the mediation conference.

#### Arbitration Phase

If the grievance has not been resolved at Step 2, or if the grievance is not resolved through the Board Option, or the Mediation Option, the Association may submit the grievance to binding arbitration within five (5) days. In that event, the grievance shall be heard by a neutral third party who shall render a binding decision on both parties.

1. Within ten (10) days after such a written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association or the Federal Mediation and Conciliation Service by either party. Such request shall indicate a preference for local arbitrators. The Mead CPEA and Mead School District shall follow the voluntary rules of the AAA or FMCS, depending upon which agency is selected.
2. The arbitrator shall be selected from the list of eligible candidates by the superintendent or his designee and the grievant alternately striking names until only one (1) remains. The party to strike first will be determined by a toss of the coin.
3. The time frame for the arbitration hearing and final decision shall be agreed by with all parties or made by the arbitrator if agreement cannot be reached.
4. The arbitrator shall have no power or authority to rule on any issue not specifically before him/her. The parties shall not present any issue to the arbitrator which has not been specifically included within the grievance as presented to the Formal Phase Step 1. The arbitrator shall not have any authority to decide any subject not specifically set forth in the express terms of this Agreement, nor shall he/she decide any subject not expressly contemplated by the terms of this Agreement. The arbitrator shall make a written report of his/her findings and decisions to both

parties. To the extent any arbitrator's decision exceeds the limitations of his/her authority; it shall be null and void.

5. The expense of arbitration shall be shared equally by the parties.

F. Files: The District shall be entitled to maintain open and closed grievance files, but agrees that, at the close of each school year, one or more MCPEA representative shall meet with the District Personnel Director to review and purge the closed grievance files. All documents within the closed grievance files shall be destroyed other than the grievance, any responses to the grievance or step decisions, and any settlement agreements, Memorandums of Understanding (MOU), or Letters of Agreement (LOA) regarding the grievance.

## **ARTICLE VII – DURATION OF AGREEMENT**

- A. This Agreement becomes effective upon ratification by both parties and will extend from September 1, 2021 through August 31, 2024.
- B. This Agreement shall not be extended orally.
- C. This Agreement may be reopened at any time during the term of the Agreement by mutual consent of both parties. Request(s) for such change(s) by either party must be in writing and must include a summary of the proposed change(s).
- D. Renewal: The parties shall mutually determine schedules for negotiation prior to the end of the contract. Negotiations shall commence and shall be in compliance with appropriate statutes.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR HANDS AND SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

FOR THE ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE DISTRICT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MCPEA								
APPENDIX A - 2021-22 WAGE SCHEDULE								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
#1 – Subs	\$16.58	\$17.09	\$17.70	\$18.25	\$18.50	\$18.80	\$18.96	\$19.34
#2 – Regular Custodian	\$18.75	\$19.31	\$19.99	\$20.59	\$20.88	\$21.21	\$21.39	\$21.81
10 Year Longevity	\$19.69	\$20.28	\$20.99	\$21.62	\$21.92	\$22.27	\$22.46	\$22.90
15 Year Longevity	\$20.67	\$21.29	\$22.04	\$22.70	\$23.02	\$23.38	\$23.58	\$24.05
20 Year Longevity	\$21.70	\$22.35	\$23.14	\$23.84	\$24.17	\$24.55	\$24.76	\$25.25
25 Year Longevity	\$22.79	\$23.47	\$24.30	\$25.03	\$25.38	\$25.78	\$26.00	\$26.51
#3 – Lead Elem/Delivery/HS Graveyard/MS Days	\$19.65	\$20.24	\$20.95	\$21.59	\$21.79	\$22.12	\$22.32	\$22.75
10 Year Longevity	\$20.63	\$21.25	\$22.00	\$22.67	\$22.88	\$23.23	\$23.44	\$23.89
15 Year Longevity	\$21.66	\$22.31	\$23.10	\$23.80	\$24.02	\$24.39	\$24.61	\$25.08
20 Year Longevity	\$22.74	\$23.43	\$24.26	\$24.99	\$25.22	\$25.61	\$25.84	\$26.33
25 Year Longevity	\$23.88	\$24.60	\$25.47	\$26.24	\$26.48	\$26.89	\$27.13	\$27.65
#4 – Lead Middle School	\$20.86	\$21.56	\$22.14	\$22.70	\$23.06	\$23.38	\$23.58	\$24.05
10 Year Longevity	\$21.90	\$22.64	\$23.25	\$23.84	\$24.21	\$24.55	\$24.76	\$25.25
15 Year Longevity	\$23.00	\$23.77	\$24.41	\$25.03	\$25.42	\$25.78	\$26.00	\$26.51
20 Year Longevity	\$24.15	\$24.96	\$25.63	\$26.28	\$26.69	\$27.07	\$27.30	\$27.84
25 Year Longevity	\$25.36	\$26.21	\$26.91	\$27.59	\$28.02	\$28.42	\$28.67	\$29.23
#5 – Lead High School	\$21.51	\$22.23	\$22.83	\$23.40	\$23.78	\$24.10	\$24.31	\$24.80
10 Year Longevity	\$22.59	\$23.34	\$23.97	\$24.57	\$24.97	\$25.31	\$25.53	\$26.04
15 Year Longevity	\$23.72	\$24.51	\$25.17	\$25.80	\$26.22	\$26.58	\$26.81	\$27.34
20 Year Longevity	\$24.91	\$25.74	\$26.43	\$27.09	\$27.53	\$27.91	\$28.15	\$28.71
25 Year Longevity	\$26.16	\$27.03	\$27.75	\$28.44	\$28.91	\$29.31	\$29.56	\$30.15
#6 – Lead HS Swing Shift	\$22.04	\$22.77	\$23.37	\$23.93	\$24.32	\$24.63	\$24.85	\$25.34
10 Year Longevity	\$23.14	\$23.91	\$24.54	\$25.13	\$25.54	\$25.86	\$26.09	\$26.61
15 Year Longevity	\$24.30	\$25.11	\$25.77	\$26.39	\$26.82	\$27.15	\$27.39	\$27.94
20 Year Longevity	\$25.52	\$26.37	\$27.06	\$27.71	\$28.16	\$28.51	\$28.76	\$29.34
25 Year Longevity	\$26.80	\$27.69	\$28.41	\$29.10	\$29.57	\$29.94	\$30.20	\$30.81

- For the duration of this contract, the following shall be applied annually to all steps of the salary schedule not including longevity:
  - 2021 - 2022 – IPD
  - 2022 – 2023 – IDP or 2% whichever is greater
  - 2023 – 2024 – IDP or 2 % whichever is greater
- Bid to or working in a higher classification - employee would move to the next highest amount on the schedule on which he/she is bidding or working.
- For an employee bidding on a lower schedule within the same general classification he/she would be allowed their total service with the District.



4. Employees move one experience step per year on the salary schedule., per Article V Section B-Wages. Experience step raises and longevity pay increases shall be assessed annually on September 1. Employees having less than six (6) months experience by an assessment date shall wait until the following assessment date to advance to the next step. Employees having six (6) months or more experience by an assessment date shall be advanced to the appropriate pay level.
5. Using the Step Increase method from 3 above, any employee completing ten (10) years of experience with the District will receive an additional longevity increase of five (5) percent.
6. Using the Step Increase method from 3 above, any employee completing fifteen (15) years of experience with the District will receive an additional longevity increase of five (5) percent above the 10 year longevity increase.
7. Using the Step Increase method from 3 above, any employee completing twenty (20) years of experience with the District will receive an additional longevity increase of five (5) percent above the 15 year Longevity increase.
8. Using the Step Increase method from 3 above, any employee completing twenty-five (25) years of experience with the District will receive an additional longevity increase of five (5) percent above the 20 year longevity increase.

**APPENDIX B**  
**MEAD SCHOOL DISTRICT**  
**MCPEA PERSONNEL PERFORMANCE EVALUATION FORM**

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
                     (Last)           (First)           (M)

Type of Evaluation: \_\_\_\_\_Annual   \_\_\_\_\_Probation   \_\_\_\_\_Other

Location(s) \_\_\_\_\_ Position \_\_\_\_\_

**QUALITY OF WORK: Displays necessary knowledge and skills**

All Employees:

- *Understands the function of cleaning supplies and uses them appropriately*
- *Documents equipment care and maintenance. Takes good care of equipment*
- *Uses time appropriately to meet workload*
- *Performs custodial duties consistent with district standards*
- *Anticipates needs and reacts accordingly*
- *Takes Pride in appearance of work*
- *Observes and follows all safety rules, regulations and training*

Lead Employees:

- *Makes sure custodians understand their duties, including using chemical's appropriately and the proper care of machines*
- *Manages assigned custodial budget appropriately and efficiently*
- *Does everything possible to support, encourage and coach custodians in their duties*
- *Ensures all safety rules, regulations and training are followed and reports any violations to the director*

☐Exceeds Expectations ☐Meets Expectations ☐Working Towards Expectations ☐Does Not Meet Expectations

Inspection report 1. \_\_\_\_\_ Date \_\_\_\_\_

Inspection report 2. \_\_\_\_\_ Date \_\_\_\_\_

Inspection report 3. \_\_\_\_\_ Date \_\_\_\_\_

**PRODUCTIVITY: Quantity of work**

All Employees:

- *Anticipates needs of others and adjusts own rate of work in order to assist*
- *Consistently works at a high productive rate*
- *Seeks work and is usually busy*
- *Is viewed as highly organized*
- *Demonstrates ability to prioritize*

Lead Employees:

- *Demonstrates the ability to plan and organize the activities of custodial staff*
- *Uses outstanding time management skills for themselves and the custodial team*

☐Exceeds Expectations ☐Meets Expectations ☐Working Towards Expectations ☐Does Not Meet Expectations

**ADAPTABILITY: Demonstrates flexibility**

All Employees:

- *Adapts well to new situations, unusual demands, emergencies or critical incidents*
- *Consistently is able to adapt to new techniques/tasks/scheduling*
- *Assists co-workers/staff in response to fluctuations in workload*
- *Maintains positive attitude when asked or needed to make adjustments to daily work schedule*

Lead Employees:

- *Maintains a balanced, positive perspective between all members of the school community*
- *Utilizes at all times the appropriate social skills needed for the position (be polite and respectful)*

☐Exceeds Expectations ☐Meets Expectations ☐Working Towards Expectations ☐Does Not Meet Expectations

**DEPENDABILITY: Is reliable and conscientious**

All Employees:

- *Is consistently on time and does not leave early or take unscheduled breaks or lunches without authorization*
- *Always returns to work promptly when lunch and break times are finished*
- *Submits time cards on time. Time recorded matches time and leave requested*
- *Follows procedures for leave documentation and call in procedures*
- *Performs duties without close supervision*

Lead Employees:

- *Displays exceptional performance day after day, without sacrificing accuracy or quality*
- *Models very high personal standard of honesty and integrity*

☐Exceeds Expectations ☐Meets Expectations ☐Working Towards Expectations ☐Does Not Meet Expectations

**COMMUNICATION: Carries out instructions: Expresses self clearly**

All Employees:

- *Demonstrates the ability to take orders/follow direction*
- *Communicates with all staff, including co-workers in neutral or positive manner, not defensive or insolent*
- *Follows written and verbal directions, checks e-mail and responds accordingly*
- *Communicates in a constructive manner when disagreeing*
- *Interacts with public and staff in a professional manner*

Lead Employees:

- *Employs effective conflict resolution tools*
- *Creates synergy by assuring healthy relationships*
- *Helps groups initiate and manage change*
- *Promotes positive relationships and a healthy work environment*

☐Exceeds Expectations ☐Meets Expectations ☐Working Towards Expectations ☐Does Not Meet Expectations

**PROFESSIONALISM: Is cooperative and considerate of others**

All Employees:

- *Presents a great image for the district as a consistently helpful, friendly, service-oriented employee*
- *Approachable and able to work well with others.*
- *Deals tactfully and courteously with staff, students and co-workers*
- *Professional and co-operative when working with administrators and supervisors*

Lead Employees:

- *Recovers from setbacks quickly, views them as learning opportunities*
- *Uses good process skills so that positive solutions can be achieved*

☐Exceeds Expectations ☐Meets Expectations ☐Working Towards Expectations ☐Does Not Meet Expectations

**DECISION MAKING / JUDGEMENT / INITIATIVE: Evaluates alternatives; makes decisions based on policies and procedures.**

All Employees:

- *Makes timely reports of needs, damage and safety hazards to supervisors*
- *Exhibits desire for entire operation to succeed (no - "not in my area")*
- *Efficiently completes clerical aspects of job in a timely manner*
- *Sees obvious need and responds effectively*

Lead Employees:

- *Positively influences team members, helps custodians see the big picture.*
- *Develops key competencies (knowledge, skill and attitude) which enable individuals to perform duties*

☐Exceeds Expectations ☐Meets Expectations ☐Working Towards Expectations ☐Does Not Meet Expectations

**OVERALL PROFESSIONAL APPRAISAL**

☐Exceeds Expectations ☐Meets Expectations ☐Working Towards Expectations ☐Does Not Meet Expectations

**Evaluator Comments:**

**Employee Comments:**

Evaluator Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may attach a written statement to this form.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_



**APPENDIX C - FORMAL GRIEVANCE REPORT FORM STEP 1**

**MEAD SCHOOL DISTRICT/MCPEA**

(This section to be completed by employee to initiate for Formal Phase of grievance procedure)

Grievant Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Site: \_\_\_\_\_ Assignment: \_\_\_\_\_

Statement of incident including pertinent dates: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specific Section of contract violation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Perception of violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

This section to be completed by Supervisor in response to Formal Phase, Step 1)

Disposition by Supervisor at Formal Phase, Step 1: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

REV 2/96 Upon completion of this form, cc: Grievant, Association president, Supervisor

**APPENDIX D – FORMAL GRIEVANCE REPORT FORM STEP 2**

**MEAD SCHOOL DISTRICT/MCPEA**

(This section to be completed by employee to initiate for Formal Phase 2 of grievance procedure)

Grievant Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please attach a copy of the formal Grievance Report Form

(This section to be completed by Superintendent's designee in response to Formal Phase, Step 1)

Disposition by Supervisor at formal Phase, Step 2: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Superintendent's designee:

Date:

(Grievant must check one box only and sign)

\_\_\_ I accept the terms of the disposition by the Superintendent's designee at Formal Phase, Step 2

\_\_\_ I reject the terms of the disposition by Superintendent's designee at Formal Phase, Step 2 and choose to appeal.

Signature of Grievant: \_\_\_\_\_

REV 2/96 Upon completion of this form, cc: grievant, Association president, Superintendent designee

**APPENDIX E - ESTABLISHMENT of CUSTODIAL and TRADES as SEPARATE  
BARGAINING UNITS  
STIPULATION OF AGREEMENT**

Stipulation of Agreement  
By and between  
The Mead School District 354  
And  
The Mead Classified Public Employee's Association

The parties to this stipulation of agreement mutually agree to the following stipulations, in order to certify two separate bargaining units with the Public Employment Relations Committee.

This stipulation of agreement is entered into after significant good faith consultation between the parties. All related documents have been carefully reviewed and reflect agreements that are reasonable, relevant and in the best interest of the parties.

Stipulation 1

- A. Certified Bargaining unit: Mead Classified Public Employee's Association  
Recognition clause shall read:  
The District recognizes the Association as the exclusive bargaining representative for all custodians, delivery drivers of food service and mail couriers (inter-district and postal) warehouse stock puller's (custodial and food service), temporary/seasonal custodians, casual substitutes and long-term substitutes. This excludes all administrative employees, administrative assistants, and other clerical employees.
- B. Certified Bargaining unit: Mead Combined Trades Association  
Recognition clause shall read:  
The District recognizes the Association as the exclusive bargaining representative for all combined trade employees (including general maintenance, journey level maintenance, mechanics, warehouse, computer technicians, temporary/seasonal maintenance employees, and summer maintenance employees.) This excludes all administrative employees, administrative assistants and other clerical employees.

Stipulation 2

The parties agree that the seniority list for each bargaining unit is correct and current. Seniority shall carry into the certified bargaining units respectively as attached.  
Attachment 1- Mead Classified Public Employees Association, Attachment 2- Mead Combined Trades Association

Stipulation 3

The parties agree that in addition to job descriptions, the "Clarification of Duties" (attachment 3) shall be implemented in good faith by all parties and shall clearly define how job duties will be assigned to the respective bargaining units.

Stipulation 4

The parties agree that opportunities of transfer to positions, both temporary and permanent, from one bargaining unit to the other shall be in accordance to (attachment 4), and shall not



be forfeited by the certification of two separate bargaining units. Salary placement for temporary positions shall not be negatively impacted by this split and position shall continue to be placed in the permanent job classifications. (General, Journey Level.)

Stipulation 5

The parties agree that the current three (3) hour position (attachment 5) held by the custodial department will remain in the MCPEA bargaining unit. This position shall be held by the MCPEA even in the event that the position's hours are increased.

Stipulation 6

The parties agree that relative to the certification of 2 separate units, no grievances, unfair labor practice charge or unit clarification petitions shall be filed for 1 year after the certification is final.

Stipulation 7

The stipulations of this agreement may only be amended or modified by a written instrument signed by or on behalf of all affected parties or their successors-in-interest.

Stipulation 8

This stipulation of agreement is conditioned upon the certification by PERC of 2 separate bargaining units (Mead CPEA, Mead CTA.) If two separate bargaining units are not certified by PERC these stipulation shall become null and void and MCPEA will continue to be the certified bargaining representative for the units.

---

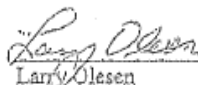
So Stipulated:

FOR THE ASSOCIATIONS:

FOR THE DISTRICT:

 5/16/11  
Jeff Dalling Date  
President, MCPEA

 5-28-11  
Dr. Tom Rockefeller Date  
Superintendent

 5-16-11  
Larry Olesen Date  
President Elect, MCTA

## APPENDIX E, ATTACHMENT 3 – CLARIFICATION OF DUTIES

### MCPEA and DISTRICT CLARIFICATION OF DUTIES

<b>Issue</b>	<b>Custodial Responsibilities</b>	<b>Maintenance Responsibilities</b>	<b>Notes</b>
Courtyards	Garbage	All: Mowing, weeding trimming	Present: Kelly Shea, Jeff Dailing, Pam Amel-Neu, Cheri Bayler, Leslie Campbell, Larry Olsen, Chad Baryton, Wayne Hoermer (7/20), Jill Christiansen, John Royer Cathy Fayant
De-Icing	Walkways and entrances All areas in Emergency	Other areas and All areas in Emergency	
Snaking toilets		Plumbers	
Maintaining fence line and other borders	Garbage	Trimming weeds and grass	
Equipment maintenance	Extractor – soak and change jets	Changing pigtails/cords Using tools to clean out extractor jets Fixing broken snow blowers to include shear pins	2/1/2019 Finalized draft with Pam Amel-Neu, Cathy Fayant and Jill Christiansen
Grounds	Garbage	Weeding/Mowing/Trimming	
Pencil sharpeners Flag brackets	Routine	Requiring additional tools Assist in big installations	
Painting		All painting unless approved by Director and Painter	
Light bulbs	Classrooms, hallways, storage, kitchen and other inside and outside areas without height or tool restrictions	Areas requiring specialized tool, excessive heights, or difficult to install bulbs	
Ceiling tiles	No cutting required and appropriate height	Cutting tiles, height restrictions and big projects	
Furniture repair	Adjust table and chairs Minor repairs in accordance with expertise and available tools	Major repairs and all welding and riveting	
Moving furniture	Within building Collaborate on big projects	Between building Deliver where work order say should go Collaborate on big projects	
Assembly of furniture	Dependent upon size and complexity as determined by custodian and supervisor	All other assembly	Purchase orders to include assembly if possible
Roof snow removal to include overhangs	Emergency	Routine and emergency	

Play area maintenance	Blowing pea gravel off blacktop in immediate vicinity	Assessing area for equipment issues and appropriate pea gravel depth	
Asphalt and parking lot	Garbage and safety issues	Routine maintenance	
Snow removal	Sidewalks	All other areas	
Sidewalk cleaning	Sidewalk cleaning		
Locker repair and combos	Locker combo and regular maintenance	Repair and maintenance requiring new pins/welding and use of maintenance tools	
Sawdust hoppers	Sawdust hoppers		
Fire hydrant access		Maintenance	
Warehouse	Mail, food service, delivery, pulling orders, inventory	Delivery of large items, pulling orders, inventory, moving food when a freezer breaks	Shared responsibilities required

For the Association:

*Jeff Dailing* 15/11/11  
Jeff Dailing, President MCPBA

*Larry Olson* 15-16-11  
Larry Olson, President Elect MCFA

For the District:

*Tom Rockefeller* 15-23-11  
Tom Rockefeller, Superintendent

## **APPENDIX F – DAY SHIFT LONG-TERM OPENING**



Custodial Services  
509-481-3514  
clayant@mead.k12.wa.us  
[www.mead354.org](http://www.mead354.org)

May 14, 2012

Custodians Only  
Long term opening (up to 12 weeks) on day shift

The Mead School District and the Custodial Association of the Mead School District agree to the following procedure in filling long term absences, defined as up to 12 weeks, on the day shift at buildings. The procedure does not set precedent or establish a past practice and may be adjusted by the District when needed.

The Mead Custodial Association shall hold the District harmless and this provision shall not be subject to the grievance procedure in the MCPEA contract.

Whenever a day shift custodian is on a long term leave, (up to 12 weeks) the Mead School District will make a good faith effort to staff that position in the following manner:

- 1) The swing shift/shifts employees in each building will be given the opportunity to step down into the day position. This shall be offered to the swing/ graveyard employees as an option by seniority. This would be building specific.
- 2) Should no building custodian want to step down into the long term position the next senior employee, who does not hold a day shift position shall be offered the opportunity to step from his/her building to the building with the opening.
- 3) Step 2 shall be repeated until the position is filled.

Name Jeff Dalling  
Jeff Dalling, President MCPEA

Date 5/14/2012

Name Tom Rockefeller  
Tom Rockefeller, Superintendent

Date 5.21.2012

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**MEAD CLASSIFIED PUBLIC EMPLOYEES ASSOCIATION**

Your officers for the life of the contract:

President: Thomas Shupp  
Vice-President: Erik Magnuson  
Secretary: Derek Ruby  
Treasurer: James Rosell