

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**MERIDIAN SCHOOL DISTRICT #505**

AND

**PUBLIC SCHOOL EMPLOYEES OF**

**MERIDIAN EDUCATIONAL SUPPORT PROFESSIONALS #816**

SEPTEMBER 1, 2024 - AUGUST 31, 2026



**Public School Employees of Washington / SEIU Local 1948**

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**P R E A M B L E**

This Agreement is made and entered into between Meridian School District #505 (hereinafter "MSD") and Meridian Education Support Professionals Chapter #816, an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter "MESP").

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

**ARTICLE I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

MSD hereby recognizes MESP as the exclusive collective bargaining representative of all employees in the bargaining unit.

**Section 1.2.**

MSD will provide MESP with such amendments, changes, and additions to establish job descriptions as they may from time to time occur.

**Section 1.3.**

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the job classifications of Custodial, Food Service, Librarians, Maintenance, Mechanics, Medical Support, Paraeducators, Professional-Technical, Secretaries, Student Monitors, Technology, Transportation, Transportation Specialist, Transportation Support, and Volunteer Coordinator.

The following positions are exempted from the bargaining unit: Director of Business and Finance (1), Director of Human Resources (1), Director of Maintenance and Operations (1), Director of Technology (1), Director of Transportation (1), Executive Assistant to the Superintendent (1), Food and Nutrition Director (1), Human Resources Coordinator (1), Payroll and Benefits Specialist (2), Special Programs Assistant (1), Substitute Coordinator (1) and Technology Network Systems Administrator (1), for a total of thirteen (13) exemptions.

Substitute employees who work one hundred twenty (120) hours in a school year shall be considered represented employees and may pay dues accordingly. Employees who meet the hourly threshold and remain available for work the following school year shall continue to be represented employees. The sole right accruing to such employees is placement at Step 1 pursuant to Schedule A.

**Section 1.4. Definition of Positions.**

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



1 1. Per Article IX, Section 9.2, each new hire shall remain in a probationary status for a period  
2 of not more than sixty (60) working days following the hire date. During this probationary  
3 period, MSD may discharge such employee at its discretion.  
4

5 B. A Temporary Position is a position created by MSD with the actual intent that the position will  
6 only last for a period of time during the school year for which it is created. Temporary positions  
7 typically are need-based and in nature will end when the need no longer exists.  
8

- 9 1. In a Student Specific Temporary assignment, when the student is no longer enrolled in  
10 MSD, the position will end.  
11  
12 2. Temporary Positions, unlike Regular Positions, terminate on or before, the end of each  
13 school year. Temporary Positions expected to last twenty (20) or more workdays, or that  
14 have exceeded twenty (20) workdays unexpectedly, shall be posted.  
15  
16 3. Regular employees who fill Temporary Positions shall continue to be subject to all  
17 provisions of this Agreement.  
18  
19 4. Temporary employees who are not Regular employees are subject to all provisions of this  
20 Agreement except Article IX where it applies to layoff.  
21  
22 5. Per Article VI, Section 6.13.4.4. Temporary Drivers are not eligible for extra runs unless all  
23 Regular Drivers have turned down the opportunity.  
24  
25 6. Per Article IX, Section 9.2, each new hire shall remain in a probationary status for a period  
26 of not more than sixty (60) working days following the hire date. During this probationary  
27 period, MSD may discharge such employee at its discretion.  
28

29 C. The term Leave Replacement Position shall refer to a position posted to fill the absence of a  
30 Regular or Temporary employee on leaves of absence approved by the Board of Directors. Such  
31 positions will be posted for the duration of such leave.  
32

- 33 1. Leave Replacement Positions, unlike Regular Positions, terminate on or before the end of  
34 the Leave of Absence approved by the Board of Directors. Leave Replacement Positions  
35 lasting twenty (20) or more workdays, or that have exceeded twenty (20) work days  
36 unexpectedly, shall be posted.  
37  
38 2. Regular employees who fill Leave Replacement Positions shall continue to be subject to all  
39 provisions of this Agreement.  
40  
41 3. Leave Replacement employees who are not Regular employees are subject to all provisions  
42 of this Agreement except Article IX where it applies to layoff.  
43  
44 4. Per Article VI, Section 6.13.4.4. of this Agreement, Leave Replacement Drivers are not  
45 eligible for extra runs unless all Regular Drivers have turned down the opportunity.  
46

1 5. Per Article IX, Section 9.2, each new hire shall remain in a probationary status for a period  
2 of not more than sixty (60) working days following the hire date. During this probationary  
3 period, MSD may discharge such employee at its discretion.  
4

5 D. The term Substitute Position shall refer to a position available to fill the day-to-day absence of  
6 Regular, Temporary, or Leave Replacement employees who are absent from their regular  
7 assignment. Substitute positions are managed through the Substitute Coordinator in partnership  
8 with Building Principals and Department Directors. MSD currently utilizes the ReadySub system.  
9

- 10 1. Substitute positions are not subject to posting. If the position is expected to last twenty (20)  
11 or more working days, or if the position exceeds twenty (20) working days unexpectedly,  
12 the position will be subject to the provisions under Section 1.4 B or C.  
13
- 14 2. A bargaining unit employee, by seniority can substitute in their own classification, and their  
15 vacated position will be filled by a substitute. Said employee will stay in their own  
16 classification/building except for an emergency or at the employer's discretion.  
17
- 18 3. Except as provided in Section 6.3, substitute employees will be paid at Step 1 pursuant to  
19 Schedule A.  
20
- 21 4. Per Article VI, Section 6.7.4.4. of this Agreement, substitute drivers are not eligible for  
22 extra runs unless all regular drivers have turned down the opportunity.  
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## 26 ARTICLE II

### 27 RIGHTS OF THE EMPLOYER

#### 28 Section 2.1.

29 All management functions, whether heretofore or hereafter exercised, and regardless of the frequency or  
30 infrequency of their exercise, shall remain vested exclusively in MSD. It is expressly recognized that such  
31 functions include but are not limited to the full and exclusive control and direction of MSD operations, the  
32 direction and supervision of the working forces, the right to determine the extent to which, and the means  
33 and manner by which, the various departments thereof shall be operated or shut down, or production or  
34 working forces reduced or increased, and the right to hire, schedule, suspend, promote, demote, transfer,  
35 discipline, release, lay off and discharge employees provided only that such functions shall not be  
36 exercised contrary to any provisions contained in this Agreement.  
37  
38

#### 39 Section 2.2.

40 The right to make rules and regulations shall be considered acknowledged functions of MSD. In making  
41 rules and regulations relating to personnel policies, procedures and practices, and matters of working  
42 conditions, MSD shall give due regard and consideration to the rights of MESP and the employees and to  
43 the obligations imposed by this Agreement.  
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**ARTICLE III**

**RIGHTS OF EMPLOYEES**

**Section 3.1.**

It is agreed that the employees in the bargaining unit defined herein shall have and be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist MESP. The freedom of such employees to assist MESP shall be recognized as extending to participation in the management of MESP, including presentation of the views of MESP to the Board of Directors of MSD or any other governmental body, group or individual.

**Section 3.2.**

Each employee shall have the right to bring matters of work-related concern to the attention of appropriate MESP representatives and/or appropriate officials of MSD.

**Section 3.3.**

Employees subject to this Agreement have the right to have MESP representatives or other persons present at discussions between themselves, and supervisors or other representatives of MSD as hereinafter provided in Article XIII.

**Section 3.4.**

Neither MSD, nor MESP, shall unlawfully discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, age or marital status, or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

**Section 3.5.**

MSD personnel files of an employee shall be open for the employee's inspection. There shall be only one (1) official Personnel File for each employee. Procedures to be followed by MESP employees wishing to see their Personnel Files are as follows:

During the period for which the employee is under contract, the employee may submit a written request to the Superintendent, or their designee, to review their file. An appointment for the review shall be set for a mutually agreeable time within ten (10) working days of the request, and the review shall be made in the presence of the administrator responsible for the safekeeping of these files.

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

**Section 3.5.1.**

Each employee will be provided a copy of any disciplinary or corrective material placed in their personnel file within fifteen (15) workdays of a placement in the employee's personnel file.

Performance evaluations are a permanent part of the personnel file. Upon the approval of a written request of an employee to the Superintendent or their designee, all corrective material contained in the personnel file may be removed after two (2) years if there has not been any further disciplinary action. If there has been no further disciplinary action, and none of the material pertains to verbal

1 or physical abuse or sexual misconduct, all corrective material shall be removed in accordance  
2 with the employee’s request. In accordance with RCW 28A.400.301(9), no information related to  
3 substantiated verbal or physical abuse, or sexual misconduct may be removed from any employee  
4 file. No information related to unsubstantiated misconduct shall be in the employee’s personnel  
5 file. Corrective material discovered in an employee’s personnel file for which there is no proof of  
6 prior notice to the employee shall be immediately removed and may not be used in support of  
7 discipline.

8  
9 **Section 3.5.2.**

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

13  
14 **Section 3.6. Digital Video Cameras and GPS.**

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

30  
31 All recordings will be appropriately labeled and stored in a secure location. The employee may view the  
32 recordings specific to that employee upon the employee’s request at a set time and a designated location.  
33 Upon reviewing the recording(s), the employee may be requested to develop a plan of improvement and/or  
34 discuss with an administrator or supervisor their conclusions.

35  
36 **Section 3.7. Evaluations.**

37 School Year (ref Section 6.1) employees shall be formally evaluated by the last working day of February  
38 of each year by their supervisor designated for evaluation purposes.

39  
40 Year Round (ref Section 6.1) employees shall be formally evaluated by the last working day of April of  
41 each year, by their supervisor designated for evaluation purposes.

42  
43 All new hire employees shall be formally evaluated prior to the end of their sixty (60) working day  
44 probationary period. All evaluations shall use the Classified Performance Appraisal Form included as  
45 Attachment A of this Agreement until Assignment Specific Classified Performance Appraisal Forms are  
46 developed.



1 The Assignment Specific Classified Performance Appraisal Forms will be developed by MSD and MESP  
2 Leadership as part of the monthly Labor Management agenda, or another monthly meeting agreed upon by  
3 the parties. A minimum of two (2) MESP employees jointly selected by the Labor-Management  
4 Committee holding each Assignment will be included in the development of the appraisal form.

5  
6 Once approved, the Assignment Specific Classified Performance Appraisal Forms will be included as  
7 Attachments B – TBD of this Agreement.

8  
9 All evaluations shall be discussed with the employee. A copy of the evaluation shall be made available to  
10 the employee at least twenty-four (24) hours prior to the discussion of that evaluation. A copy of the  
11 evaluation, signed by the employee and their supervisor shall be placed in the employee's personnel file.  
12 Within five (5) working days of receipt of the evaluation the employee may submit their own written  
13 comments to be attached to the evaluation. These comments will become a permanent part of the  
14 evaluation.

15  
16 **Section 3.7.1.**

17 If an employee receives an evaluation of “Needs Improvement” or “Unsatisfactory” in any  
18 category, they shall receive a second evaluation within sixty (60) working days of their original  
19 evaluation. If the second evaluation does not indicate a change from “Needs Improvement” or  
20 “Unsatisfactory”, the employee will be placed on a Plan of Improvement.

21  
22 Prior to beginning a plan of improvement, a review of the plan will be completed with the  
23 employee. A copy of the plan of improvement shall be made available to the employee at least  
24 twenty-four (24) hours prior to the review of that plan. A plan of improvement will be sixty (60)  
25 working days in length and shall specifically include:

- 26  
27 1. The start and end date of the plan.  
28 2. The area(s) of deficiency.  
29 3. The recommended performance levels.  
30 4. The activities necessary to reach the desired performance level.  
31 5. A schedule of at least one follow-up evaluation during the plan of improvement

32  
33 At the completion of the sixty (60) working day plan of improvement, options may include:

- 34  
35 • discontinuation of the plan of improvement  
36 • continuation of the plan of improvement for no more than another sixty (60) working  
37 day period  
38 • reassignment or termination of employment

39  
40 **Section 3.7.2.**

41 Participation or non-participation in training may only be considered in an employee’s  
42 performance evaluation if the training in question was required by MSD.



1 **Section 3.8. Job Description Review.**

2 An employee may request that the employee’s job description be reviewed if the employee believes that it  
3 no longer reflects the work being performed. Request for re-evaluation of existing positions will be made  
4 in writing to the Superintendent and the MESP President or their designee. MSD will provide a response  
5 to the employee in writing within thirty (30) working days of the requested review. In the event of changes  
6 to assigned duties resulting from the Job Review, MSD and MESP agree to meet and negotiate said  
7 changes as well as potential salary changes based on the revision of duties.  
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10

11 **ARTICLE IV**

12 **RIGHTS OF THE ASSOCIATION**

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14  
15 **Section 4.1.**

16 MSD shall publish this Agreement including the current Schedule A, as well as Letters of Agreement  
17 and/or Addendums on the MSD website.  
18

19 **Section 4.2.**

20 MSD shall provide Public School Employees of Washington (PSE) with information regarding covered  
21 employees in compliance with RCW 41.56.035.  
22

23 **Section 4.3.**

24 Representatives of MESP shall obtain the permission of the building principal, Superintendent, or their  
25 designee, in order to have access to MSD premises during business hours, provided however, that the  
26 building principal, Superintendent, or designee, upon being requested for permission of access, shall grant  
27 permission if no hampering or obstruction results. MESP shall have the right to use equipment at  
28 reasonable times when such equipment is not otherwise in use. MESP shall pay for the reasonable cost of  
29 all materials and supplies incident to such use. MESP may use employee mailboxes, electronic mail, or  
30 other communication services to communicate with classified employees. MESP acknowledges that  
31 emails passing through a MSD email server are subject to disclosure under a Request for Public Records.  
32

33 **Section 4.4.**

34 An integral part of each employee’s tenure with MSD is an understanding of this Collective Bargaining  
35 Agreement and the role of MESP in the employment setting. The parties agree that it is highly beneficial  
36 for all bargaining unit employees to receive a comprehensive overview of the provisions in the Collective  
37 Bargaining Agreement. As such, at the beginning of each school year, as part of MSD’s orientation for  
38 new employees, and at each quarterly orientation held for new employees hired after the start of the school  
39 year, each new bargaining unit employee shall be provided an opportunity to attend one (1) paid, thirty  
40 (30) minute session at which MESP President or their designee will provide an overview of MESP and the  
41 provisions of this Collective Bargaining Agreement. MSD will provide MESP President at least ten (10)  
42 days’ notice of any employee orientation, and within forty-eight (48) hours in advance of the orientation  
43 will provide an electronic list of invited participants. MSD’s representative(s) will be absent during this  
44 session. MESP will be responsible for securing the location for their sessions in coordination with Human  
45 Resources. MESP President or their designee will utilize Association Leave in support of these sessions  
46 and will be limited to thirty (30) minutes per session.  
47  
48



1 **Section 4.5.**

2 MSD shall provide bulletin board space at each work site for the use of MESP. MESP shall have the right  
3 to post notices of its activities and matters of MESP concern. All posted material will be signed and dated  
4 by the MESP officer posting the notice.  
5

6 **Section 4.6.**

7 Whenever MESP representatives are mutually scheduled with MSD representatives to participate in  
8 grievance hearings, disciplinary meetings, or are requested to attend a meeting in the capacity of shop  
9 steward or member Representative, or negotiations sessions during working hours, said representatives  
10 shall utilize “flex time” as per Article VI, Section 6.10, or, if flex time is unavailable or if the MESP  
11 representative requires a substitute, they shall utilize Association Leave and suffer no loss of pay. MESP  
12 representatives shall provide notice of any absence from their regular shift as outlined in Article VIII,  
13 Section 8.7 of this agreement.  
14

15 **Section 4.7.**

16 MSD agrees to provide job descriptions for all positions covered by this Agreement to the President of  
17 MESP or designee. Job descriptions that are changed by MSD which reflect substantial changes impacting  
18 the hours, wages, and working conditions of the employee and new job descriptions that are created by  
19 MSD covering employees under the scope of this Agreement will be made available to the President of  
20 MESP or designee in advance of the implementation.  
21

22 When creating a new job description, modifying an existing position or job description, and/or creating a  
23 new position, MSD shall determine the salary of said positions with input from MESP. MESP has sixty  
24 (60) days in which to request to open negotiation of said positions.  
25

26 If MESP believes that there is a substantial change in the status of a position, and MESP communicates  
27 this belief to MSD, in writing, MSD will review the position and job description, and will either modify  
28 the job description or communicate, in writing, to MESP its reason for not modifying the job description.  
29

30 MSD will update job descriptions over a five (5) year period by conducting updates of roughly one-fifth  
31 (1/5) of total job descriptions each year. Input from MESP will be solicited, in the form of a list of  
32 positions to be reviewed and a schedule for review by September 30 of each school year. As a part of this  
33 process, MSD will solicit input from at least ten percent (10%) of incumbent employees in the reviewed  
34 classification in an effort to determine how the position may have changed since the last time the job  
35 description was reviewed. The updating will not, in and of itself, provide the basis for triggering an  
36 obligation to negotiate over wages.  
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**ARTICLE V**

**ASSOCIATION REPRESENTATION**

**Section 5.1.**

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

**Section 5.2.**

MSD will include representation from MESP from within the appropriate classification in interviews for potential hires.

**ARTICLE VI**

**HOURS OF WORK**

**Section 6.1. Work Year Calendar Definitions.**

**Section 6.1.1. Year Round.**

A Year Round employee is defined as an employee working eight (8) hours per day, twelve (12) months per year. (Classifications: Custodial, Maintenance, Mechanics, Technology. Position: Accounts Payable) All other employees are defined as School Year employees.

**Section 6.1.2. School Year.**

The work year calendars for School Year Classifications are outlined following. All workdays are at the employee's contracted hours per day unless otherwise noted. Reference Article VI, Section 6.8.3 for information on extra time.

**Section 6.1.2.1. Food Service Classification.**

The work year calendar for all positions in the Food Service classification shall be set annually as each student attendance day of the school year calendar plus one (1) non-holiday workday immediately prior to the first student day of each new school year. The work year calendar for all the positions in the Food Service classification does not include Office of Superintendent of Public Instruction (OSPI) Approved waiver days.

1 **Section 6.1.2.2. Librarian Classification.**

2 The work year calendar for the position of Librarian shall be set annually as each student  
3 attendance day of the school year calendar plus five (5) non-holiday workdays immediately  
4 prior to the first student attendance day of each new school year and five (5) non-holiday  
5 workdays immediately following the last student attendance day of each school year. The work  
6 year calendar for the position of Librarian includes OSPI approved waiver days.  
7

8 **Section 6.1.2.3. Medical Support Classification.**

9 The work year calendar for the position of Health Services Assistant shall be set annually as  
10 each student attendance day of the school year calendar plus one (1) non holiday workday  
11 immediately prior to the first student attendance day of each new school year. The work year  
12 calendar for the position of Health Services Assistant does not include OSPI approved waiver  
13 days. On early dismissal days occurring the Wednesday prior to Thanksgiving and the last day  
14 of school, Health Services Assistants shifts shall end fifteen (15) minutes after student  
15 dismissal times.  
16

17 **Section 6.1.2.4. Paraeducator Classification.**

18 The work year calendar for all positions in the Paraeducator classification shall be set annually  
19 as each student attendance day of the school year calendar plus one (1) non holiday workday  
20 immediately prior to the first student attendance day of each new school year. The work year  
21 calendar for all the positions in the Paraeducator classification includes OSPI approved waiver  
22 days. On early dismissal days occurring the Wednesday prior to Thanksgiving and the last day  
23 of school, all the positions in the Paraeducator classification shifts shall end fifteen (15)  
24 minutes after student dismissal times.  
25

26 **Section 6.1.2.5. Professional-Technical Classification.**

27  
28 **Section 6.1.2.5.1. Cultural Liaison Specialist: Spanish.**

29 The work year calendar for the position of Cultural Liaison Specialist: Spanish shall be set  
30 annually as each student day of the school year calendar plus five (5) non holiday workdays  
31 immediately prior to the first student attendance day of each new school year and five (5)  
32 non holiday workdays immediately following the last student attendance day of each school  
33 year. The work year calendar for the position of Cultural Liaison Specialist: Spanish  
34 includes OSPI approved waiver days.  
35

36 **Section 6.1.2.5.2. Family Resource Specialist.**

37 The work year calendar for the position of Family Resource Specialist shall be set annually  
38 as each student day of the school year calendar plus five (5) non holiday workdays  
39 immediately prior to the first student attendance day of each new school year and five (5)  
40 non holiday workdays immediately following the last student attendance day of each school  
41 year. The work year calendar for the position of Family Resource Specialist includes OSPI  
42 approved waiver days.  
43

44 **Section 6.1.2.5.3. Substance Abuse Intervention Specialist.**

45 The work year calendar for the position of Substance Abuse Intervention Specialist shall be  
46 set annually as each student day of the school year calendar The work year calendar for the  
47 position of Substance Abuse Intervention Specialist includes OSPI approved waiver days.  
48

1 **Section 6.1.2.5.4. Technology Education Support Specialist.**

2 The work year calendar for the position of Technology Education Support Specialist shall  
3 be set annually as each student attendance day of the school year calendar plus one (1) non  
4 holiday workday immediately prior to the first student attendance day of each new school  
5 year. The work year calendar for the position of Technology Education Support Specialist  
6 includes OSPI approved waiver days. On early dismissal days occurring the Wednesday  
7 prior to Thanksgiving and the last day of school, the position of Technology Education  
8 Support Specialist shifts shall end thirty (30) minutes after student dismissal times.  
9

10 **Section 6.1.2.6. Secretaries Classification.**

11  
12 **Section 6.1.2.6.1. Bilingual School Secretary: Spanish.**

13 The work year calendar for the position of Bilingual School Secretary: Spanish shall be set  
14 annually as each student day of the school year calendar plus five (5) non holiday workdays  
15 immediately prior to the first student attendance day of each new school year and five (5)  
16 non holiday workdays immediately following the last student attendance day of each school  
17 year. The work year calendar for the position of Bilingual School Secretary: Spanish  
18 includes OSPI approved waiver days.  
19

20 **Section 6.1.2.6.2. Head Secretary (Secretary I).**

21 The work year calendar for the position of Head Secretary (Secretary I) shall be set  
22 annually as each student day of the school year. The work year calendar for the position of  
23 Head Secretary (Secretary I) includes OSPI approved waiver days.  
24

25 **Section 6.1.2.6.2.1.**

26 Each Head Secretary (Secretary I) shall have additional non holiday workdays  
27 immediately prior to the first student attendance day of each new school year and  
28 immediately following the last student attendance day of each school year as  
29 follows:  
30

31 Meridian High School:

32 Twelve (12) before and Ten (10) following.  
33

34 Meridian Middle School:

35 Ten (10) before and Ten (10) following.  
36

37 Irene Reither Elementary:

38 Fifteen (15) before and Ten (10) following.  
39

40 Meridian Parent Partnership Program:

41 Ten (10) before and Five (5) following.  
42

43 District Level Program:

44 Ten (10) before and Five (5) following.  
45  
46  
47  
48

1 **Section 6.1.2.6.3. Registrar.**

2 The work year calendar for the position of Registrar shall be set annually as each student  
3 day of the school year. The work year calendar for the position of Registrar includes OSPI  
4 approved waiver days.

5  
6 **Section 6.1.2.6.3.1.**

7 Each Registrar shall have additional non holiday workdays immediately prior to the  
8 first student attendance day of each new school year and immediately following the  
9 last student attendance day of each school year as follows:

10  
11 Meridian High School:

12 Twelve (12) before and Ten (10) following.

13  
14 Meridian Middle School:

15 Ten (10) before and Ten (10) following.

16  
17 Irene Reither Elementary:

18 Fourteen (14) before and Six (6) following.

19  
20 Meridian Parent Partnership Program:

21 Ten (10) before and Five (5) following.

22  
23 **Section 6.1.2.6.4. School Secretary.**

24 The work year calendar for the position of School Secretary shall be set annually as each  
25 student day of the school year. The work year calendar for the position of School Secretary  
26 includes OSPI approved waiver days.

27  
28 **Section 6.1.2.6.4.1.**

29 Each School Secretary shall have additional non-holiday workdays immediately  
30 prior to the first student attendance day of each new school year and immediately  
31 following the last student attendance day of each school year as follows:

32  
33 Meridian High School:

34 Five (5) before and Two (2) following.

35  
36 Meridian Middle School:

37 Five (5) before and Two (2) following.

38  
39 Irene Reither Elementary:

40 Five (5) before and Two (2) following.

41  
42 Meridian Parent Partnership Program:

43 Ten (10) before and Five (5) following.

1 **Section 6.1.2.7. Student Monitors Classification.**

2 The work year calendar for the position of Student Monitor shall be set annually as each  
3 student attendance day of the school year. The work year calendar for the position of  
4 Student Monitor does not include Office of Superintendent of Public Instruction (OSPI)  
5 approved waiver days.  
6

7 **Section 6.1.2.8. Transportation Classification.**

8 The work year calendar for the position of Regular Driver shall be set annually as each  
9 student attendance day of the school year calendar plus two (2) non holiday workdays  
10 immediately prior to the first student attendance day of each new school year. The work  
11 year calendar for the position of Regular Driver does not include OSPI approved waiver  
12 days.  
13

14 **Section 6.1.2.9. Transportation Specialist Classification.**

15 The work year calendar for the position of Transportation Specialist shall be set annually as  
16 each student day of the school year calendar plus five (5) non holiday workdays  
17 immediately prior to the first student attendance day of each new school year and five (5)  
18 non holiday workdays immediately following the last student attendance day of each school  
19 year. The work year calendar for the position of Transportation Specialist includes OSPI  
20 approved waiver days.  
21

22 **Section 6.1.2.10. Transportation Support Classification.**

23 The work year calendar for the position of Bus Monitor shall be set annually as each  
24 student attendance day of the school year calendar plus one (1) non holiday workday  
25 immediately prior to the first student attendance day of each new school year. The work  
26 year calendar for the position of Bus Monitor does not include OSPI approved waiver days.  
27

28 **Section 6.2. Workweek.**

29 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two  
30 (2) consecutive days of rest, Saturday and Sunday; provided, however, MSD may assign an employee to a  
31 workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.  
32

33 **Section 6.3. Notice.**

34 Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed  
35 without prior notice to the employee of two (2) calendar weeks, except in emergencies. Such notice may  
36 be waived by the employee.  
37

38 **Section 6.4. Shift.**

39 The normal workday for Year Round employees shall consist of eight and one-half (8½) hours, for eight  
40 (8) hours compensation, including a thirty (30) minute non-paid, uninterrupted lunch period as near the  
41 middle of the workday as is practicable, and also including a fifteen (15) minute first half and a fifteen  
42 (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half  
43 workday as is practicable.  
44  
45  
46  
47  
48

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

2 Except as specified below, each shift shall provide adequate time to perform assigned duties,  
3 including retrieving and responding to all MSD electronic correspondence or preparatory tasks  
4 related to their position. The employee and supervisor will annually confer to ensure ample time  
5 exists within the employee’s schedule to attend to email communication. Each employee shall be  
6 assigned adequate space to perform duties as well as a private lockable space in which to store  
7 personal belongings.  
8

9 **Section 6.5. Meal and Rest Periods.**

10 Meal and Rest periods for School Year employees will be provided in compliance with WAC 296-126-  
11 092 depending on the number of consecutive hours in their paid work shift. Meal and Rest periods shall be  
12 scheduled in collaboration with the employee’s supervisor, as follows:  
13

- |    |                     |   |
|----|---------------------|---|
| 14 | 6 to 8 hours:       | One (1) thirty (30) minute non-paid uninterrupted meal period, with |
| 15 |                     | two (2) fifteen (15) minute rest periods                            |
| 16 |                     |   |
| 17 | 4.25 to 5.75 hours: | One (1) thirty (30) minute non-paid uninterrupted meal period, with |
| 18 |                     | one (1) fifteen (15) minute rest period                             |
| 19 |                     |   |
| 20 | 3.25 to 4 hours:    | One (1) fifteen (15) minute rest period                             |
| 21 |                     |   |
| 22 | *3 hours or less:   | No rest period  |

23  
24 \*If employees need a short rest period during this group of shifts, due to the nature of the job  
25 responsibility, it should be worked out with the respective supervisor.  
26

27 **Section 6.6. Higher Classification.**

28 Employees requested by a MSD administrator to work an assignment regularly filled by a higher  
29 classification employee shall receive compensation equal to their current step pursuant to Schedule A in  
30 the higher classification.  
31

32 **Section 6.7. Operational Closure.**

33 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, MSD  
34 will utilize the FlashAlert Emergency Communication System. It is the employee’s obligation to check the  
35 FlashAlert Emergency Communication System, the area television, radio stations and online resources for  
36 information and updates on school closures. If an employee is unable, through these methods, or by direct  
37 communication with their supervisor, to determine that MSD schools are closed and reports to work, the  
38 employee shall receive a minimum of two (2) hours pay at base rate.  
39

40 **Section 6.8. Overtime.**

41 All hours worked in excess of forty (40) hours in one-week (Monday-Sunday), shall be compensated at the  
42 rate of one and one-half (1½) times the employee's base pay. All extra assigned work on Saturday shall be  
43 compensated at one and one-half (1½ ) times the employee’s base pay. All extra assigned work on Sunday  
44 shall be compensated at two (2) times the employee’s base pay.  
45  
46  
47  
48





1 **Section 6.8.1.**

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

10  
11 **Section 6.8.2.**

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

14  
15 **Section 6.8.3**

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

18  
19 **Section 6.9. Year Round Employee Four (4) Day Workweek.**

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

- 25 A. Duration of the four (4) day schedule will be from the first Monday after the last student  
26 day of school in the Spring to the Monday a week prior the first student day of school in the  
27 fall.
- 28 B. The daily shift shall be ten and one-half (10½) hours per day, including a thirty (30) minute  
29 non-paid uninterrupted lunch period as near the middle of the shift as is practicable, and  
30 also including a twenty (20) minute first half and a twenty (20) minute second half rest  
31 period, both of which rest periods shall occur as near the middle of each shift as practicable,  
32 unless otherwise agreed to by the employee and supervisor. Employees working a four (4)  
33 day schedule will only be paid overtime after working forty (40) hours in a week.

34  
35  
36  
37 **Section 6.10. Flex Time.**

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

43  
44 **Section 6.10.1. Flex Time Due to Extended Work Year.**

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



1 **Section 6.11. Custodial.**

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

7  
8 **6.12. Food Service Shift.**

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

11  
12 **Section 6.13. Transportation.**

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

15  
16 **Section 6.13.1. Transportation Shift.**

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

23  
24 Drivers shall receive a minimum of two (2) hours compensation for all daily shifts. For purposes of  
25 calculating a minimum shift, the thirty (30) minutes provided for duties associated with bus check-  
26 out, warm-up, safety and cleanup shall be included as part of the two (2) hour minimum.

27  
28 **Section 6.13.2. Regular Routes.**

29 A Regular Route shall be defined as those regularly daily scheduled shifts pursuant to Section  
30 6.13.1 above, occurring during the one hundred eighty (180) day student school year and shall be  
31 compensated pursuant to Schedule A. Any non-driving time will be worked upon direction of the  
32 Director of Transportation or their designee. Regular Routes are subject to bidding per Section  
33 6.13.7., will be considered Contracted Time, and will be used to calculate vacation credits per  
34 Article XII, Section 7.2 and leave balances per Article XIII.

35  
36 **Section 6.13.2.1. Mid-Day Route.**

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

41  
42 **Section 6.13.2.2. Activity Route.**

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

1 **Section 6.13.2.3. Cancellation of Regular Routes.**

2 In the event of emergency road restrictions causing some Regular Routes to be cancelled,  
3 the remaining Regular Routes for that day shall be assigned as follows: daily layoffs shall  
4 be rotated starting at the bottom of the seniority roster (i.e., if one Regular Route was  
5 cancelled, the person at the bottom of the seniority list would not drive on the first day, the  
6 person second from the bottom would not drive on the second day, etc.). Reference Section  
7 6.7 for Operational Closure Notification procedures.  
8

9 **Section 6.13.3. Shuttle Runs.**

10 A Shuttle Run shall be defined as all trips between in-district schools, other than Regular Routes  
11 pursuant to Sections 6.13.1 and 6.13.2. A Shuttle Run will be assigned on the basis of seniority for  
12 those Regular Drivers who are determined by the Transportation Director, or designee, to be  
13 available to add a Shuttle Run to the start or end of a Regular Route. A Shuttle Run will be  
14 considered Contiguous Time to Regular Routes and is not subject to a minimum of two (2) hours  
15 of compensation as defined in Section 6.13.1. Time spent driving a Shuttle Run shall be submitted  
16 by time sheet and will not be used to calculate vacation credits per Article XII, Section 7.2 and  
17 leave balances per Article XIII.  
18

19 **Section 6.13.3.1. Contiguous Time.**

20 Should there be thirty (30) minutes or less between a Regular Routes and a Shuttle Run, the  
21 driver's base hourly rate shall continue uninterrupted.  
22

23 **Section 6.13.4. Extra Trips.**

24 An Extra Trip shall be defined as all trips other than Regular Routes and Shuttle Runs, pursuant to  
25 Section 6.13.1., 6.13.2., and 6.13.3. Extra Trips shall be compensated at the driver's base hourly  
26 rate for the duration of the trip assigned to them. All drivers shall receive five (5) minutes' time  
27 for loading and emergency drill review and an extra fifteen (15) minutes' travel time for all extra  
28 trips to Meridian Middle School and Irene Reither Elementary. The Trip List will start with the  
29 most senior Regular Driver at the beginning of each school year. Time spent driving an Extra Trip  
30 shall be submitted by time sheet and will not be used to calculate vacation credits per Article XII,  
31 Section 7.2 and leave balances per Article XIII.  
32

33 **Section 6.13.4.1. Prioritization of Regular Routes.**

34 It is understood that if an Extra Trip conflicts with either the AM or PM shift of a Regular  
35 Route and a Substitute Driver is available, the Regular Driver will have the option of  
36 driving the entire Regular Route (AM and PM) or the Extra Trip. If a Substitute Driver  
37 cannot be secured, the Regular Driver will drive the Regular Route as the priority.  
38

39 **Section 6.13.4.2. Group Thresholds.**

40  
41 **Section 6.13.4.2.1. Extra Trips w/ Nineteen (19) or More MSD Students.**

42 All Extra Trips transporting more than nineteen (19) MSD students to any activity  
43 requires the use of a school bus and shall be offered to Regular Drivers per Section  
44 6.13.4.  
45  
46  
47  
48

1 **Section 6.13.4.2.2. Extra Trips w/ Eighteen (18) or Fewer MSD Students.**

- 2 1. During the school year, all Extra Trips transporting eighteen (18) or fewer MSD  
3 students to any activity shall have the option to utilize two (2) vans or SUV type  
4 vehicles. At least one (1) vehicle will be driven by a Regular Driver, but the  
5 other may be driven by a MSD approved Type 2 qualified employee. If no  
6 Regular Driver is available, both vehicles may be driven by MSD approved  
7 Type 2 qualified employees.  
8
- 9 2. For Extra Trips occurring after the last day of the final WIAA sanctioned  
10 tournament and prior to the first day of a WIAA sanctioned practice in a given  
11 school year, all Extra Trips transporting eighteen (18) or fewer MSD students to  
12 any activity shall have the option to utilize two (2) vans or SUV type vehicles.  
13 For up to three (3) trips during this period each year, both vehicles may be  
14 driven by MSD approved Type 2 qualified employees, provided both employees  
15 serve as a Coach or Advisor for the group being transported.  
16

17 **Section 6.13.4.3. Exempt Extra Trips.**

18 The following Extra Trips are exempt from Section 6.13.4.2. and will not be offered to  
19 Regular Drivers:  
20

- 21 1. Senior Class Graduation Trip: Defined as occurring on the night of the MHS  
22 graduation ceremony.  
23
- 24 2. Non-League out of county athletic trip when ASB and/or Booster Club charters  
25 a bus; Non-League is defined as athletic teams outside of the Northwest  
26 Conference of WIAA. (The Northwest Conference currently includes:  
27 Anacortes, Bellingham, Blaine, Burlington-Edison, Ferndale, Lakewood,  
28 Lynden, Lynden Christian, Meridian, Mount Baker, Mount Vernon, Nooksack  
29 Valley, Oak Harbor, Sedro-Woolley, Sehome and Squalicum. Limited to four  
30 (4) trips per year.  
31
- 32 3. Cross Country practices: so long as the current coach holds the position.  
33
- 34 4. Winter Ride Program: It is understood that if a bus returns in an unsatisfactory  
35 condition, MSD will ensure that a Regular Driver will be provided adequate  
36 time to clean/repair the vehicle, with the approval of the Transportation  
37 Director, or designee.  
38
- 39 5. The annual Future Farmers of America state competition and up to three (3)  
40 other non-athletic club trips per year.  
41
- 42 6. Trips submitted within one (1) hour or less of departure shall be granted to the  
43 most senior driver not currently obligated to a conflicting trip.  
44  
45  
46  
47  
48

**Section 6.13.4.4.**

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



1 g) Eligible Regular Drivers not in or approaching overtime will be given rotation priority  
2 over drivers who are in overtime or will be in overtime based on the listed specifics of  
3 the trip to be awarded. If all eligible Regular Drivers that have signed up for a specific  
4 trip are, or will be in overtime, based on the trip specifics, the trip will be awarded to  
5 the eligible Regular Driver in the original regular rotation. When an eligible Regular  
6 Driver signs up for a trip that will put them in overtime, and they desire to be awarded  
7 the trip only if the overtime will apply, they should sign up “Yes OT”. If an eligible  
8 Regular Driver signs up “yes” but it is determined by the Director of Transportation, or  
9 their designee that the trip will put the driver in overtime, they will mark “OT”  
10 following “yes” and the process will continue. If an eligible Regular Driver signs up  
11 and is awarded multiple trips or their weekly hours are such that an awarded trip will  
12 put them in overtime, they have the option of choosing to “decline” the trip with the  
13 “Trip Ticket” marked and signed, “Yes OT”, the trip will be reposted, “OT” request  
14 marked on the new posting and the rest of this Section will apply. An eligible Regular  
15 Driver also has the option of reducing weekly hours to forty (40) or less by returning  
16 one (1) or more of any multiple trips or by giving up some “extra time” (as opposed to  
17 regular contracted hours) dependent on individual driver situations. Eligible Regular  
18 Drivers shall document their intention to give up “extra time” on the sign-up sheet to  
19 avoid having the Director of Transportation, or their designee mark “OT” on their  
20 behalf. If overtime is authorized this Section is to be considered not applicable.  
21

22 **Section 6.13.4.5. Overnight Trips.**

23 Overnight trips shall be compensated as follows:

- 24
- 25 a. On the day of departure and the day of return, drivers shall receive compensation  
26 beginning with a fifteen (15) minute pre-trip to the end of a fifteen (15) minute post-  
27 trip.
  - 28 b. On days between the day of departure and the day of return, drivers shall receive  
29 compensation for eight (8) hours or compensation for actual time worked,  
30 whichever is greater.
  - 31 c. Gender-segregated lodging will be provided for drivers assigned to overnight trips.
- 32

33 **Section 6.13.5. Other Transportation Classification Compensations.**

34

35 **Section 6.13.5.1. Staff Meetings.**

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

38

39 **Section 6.13.5.2. Duty Call.**

40 Drivers shall receive a minimum of two (2) hours pay for each duty call. A duty call is  
41 defined as any work other than the normal work shift and workday, noncontiguous with the  
42 normal work shift or workday.  
43  
44  
45  
46  
47  
48

1 **Section 6.13.5.3. Cleaning of Assigned Vehicle.**

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

- 5
- 6 a. Washing the exterior of the bus at least once (in months impacted by inclement  
7 weather, this work will be coordinated with the Transportation Director);
  - 8 b. Cleaning all the windows on the inside at least once; and
  - 9 c. Washing the interior of the bus, which includes keeping observable surfaces  
10 (seats, floors and walls) clean.
- 11

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

16 **Section 6.13.5.4. Cleaning of Non-Assigned Vehicle.**

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

26 This cleaning shall include the following components:

- 27
- 28 a. Washing the exterior of the vehicle;
  - 29 b. Cleaning all the windows on the inside of the vehicle; and
  - 30 c. Washing the interior of the vehicle, which includes observable surfaces (seats,  
31 floors, interior sidewalls and/or walls).
- 32

33

34

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

41 **Section 6.13.6. Drug Testing.**

42 All procedures pertaining to drug testing are provided in the Meridian School Board Policy No.  
43 5202: Federal Highway Administration Mandated Drug and Alcohol Testing Program.

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1 **Section 6.13.7. Publishing Routes/Bidding.**

2 The Transportation Director shall publish school bus routes as early in the school year as  
3 practicable. The annual bid for Regular, Midday and Activity routes based on routing software and  
4 actual time with driver input shall occur on the in-service day preceding the start of the student  
5 school year. Regular Drivers will bid in order of seniority and begin their newly selected routes on  
6 the first day of the student school year. Regular Drivers on an approved leave of absence are not  
7 eligible to bid. Regular Drivers, in coordination with the Transportation Director, have four (4)  
8 calendar weeks to determine any changes to driving times(s) after the signed bid sheet is provided  
9 to MSD. These changes will be included in the following month's payroll run. The MSD plan  
10 shall include the following minimum information; route/routes to be driven, assignments regarding  
11 pickup and delivery, and driving time(s). Upon any other vacancy due to resignation or termination  
12 during the school year, a bid shall take place for the vacant position or route only. Any resulting  
13 vacancies from this bid shall also be subject to a seniority bid.

14  
15 **Section 6.13.7.1. Daily Hours Bid Limitation.**

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

18  
19 **Section 6.13.8. Transfinder.**

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





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**ARTICLE VII**

**HOLIDAYS AND VACATIONS**

**Section 7.1. Holidays.**

Year Round employees (eight (8) hours per day, twelve (12) months per year) shall receive the following paid holidays that occur while they are scheduled to work:

- |                                |                                       |
|--------------------------------|---------------------------------------|
| 1. New Year's Day              | 8. Labor Day                          |
| 2. Martin Luther King, Jr. Day | 9. Veterans' Day                      |
| 3. Presidents' Day             | 10. Thanksgiving Day                  |
| 4. Friday of Spring Break      | 11. Day after Thanksgiving Day        |
| 5. Memorial Day                | 12. Day before or after Christmas Day |
| 6. Juneteenth                  | 13. Christmas Day                     |
| 7. Independence Day            |                                       |

**Section 7.1.1.**

All School Year employees (less than eight (8) hours per day, less than twelve (12) months per year) shall receive the following paid holidays that occur while they are scheduled to work:

- |                                |                                   |
|--------------------------------|-----------------------------------|
| 1. New Year's Day              | 7. Veteran's Day                  |
| 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day               |
| 3. Presidents' Day             | 9. Day after Thanksgiving Day     |
| 4. Memorial Day                | 10. Christmas Day                 |
| 5. Labor Day                   | 11. Day before or after Christmas |
| 6. Juneteenth                  |                                   |

**Section 7.1.2. Unworked Holidays.**

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

**Section 7.1.3. Worked Holidays.**

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

**Section 7.1.4.**

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

1 **Section 7.2. Vacations.**

2 All Year Round (eight (8) hours per day, twelve (12) months per year) employees subject to this  
3 agreement shall be credited with days of vacation credit on the employee’s regular daily hours worked  
4 during the period September 1 to August 31. All School Year employees (less than eight (8) hours per day,  
5 less than twelve (12) months per year) subject to this Agreement shall be credited with days of vacation  
6 credit based on the total days in an Assignment as per Section 6.1, prorated for actual days and hours  
7 worked. New employees hired during the year shall receive prorated vacation credit. Such vacation credit  
8 shall be earned, vested, and used as designated in this Article. Vacation shall be earned as indicated below  
9 upon completion of the years listed:

	<u>Year Round</u>	<u>School Year</u>	
	<u>Employees</u>	<u>Employees</u>	
14	1 <sup>st</sup> Year	10 Days	7 Days
15	2 <sup>nd</sup> Year	11 Days	7 Days
16	3 <sup>rd</sup> Year	12 Days	8 Days
17	4 <sup>th</sup> Year	13 Days	9 Days
18	5 <sup>th</sup> Year	14 Days	10 Days
19	6 <sup>th</sup> Year	15 Days	10 Days
20	7 <sup>th</sup> Year	16 Days	11 Days
21	8 <sup>th</sup> Year	17 Days	12 Days
22	9 <sup>th</sup> Year	18 Days	13 Days
23	10 <sup>th</sup> Year	19 Days	13 Days
24	11 <sup>th</sup> Year	20 Days	14 Days
25	12 <sup>th</sup> + Year	20 Days	15 Days

26  
27 **Section 7.2.1.**

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

30  
31 **Section 7.2.1.1**

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

35  
36 **Section 7.2.1.2.**

37 Vacation days shall not be granted without the approval of the Superintendent or their designee  
38 during the following periods:

- 39 1. The ten (10) business days prior to the first day of school for students.
- 40 2. The first ten (10) student attendance days.
- 41 3. The last ten (10) student attendance days.



1 **Section 7.2.2.**

2 All School Year employees shall receive payment for accrued vacation on a prorated twelve (12)  
3 month basis and will not receive paid time off. As noted in Section 7.2. vacation credit shall be  
4 based on the total number of days in an assignment, as per Section 6.1, prorated for actual days and  
5 hours worked.  
6

7 **Section 7.2.3.**

8 Any Year Round employee who is discharged or who terminates employment shall receive  
9 payment for unused accrued vacation credit with their final paycheck, given the conditions of  
10 Article X, Section 10.3 have been met.  
11

12 **Section 7.2.4.**

13 Vacation credit currently due but unused by the new accrual date each year may be carried over for  
14 a maximum of thirty (30) working days (240) hours. MSD will approve vacation requests in  
15 accordance with regulations outlined in WAC 357-31-215. If MSD denies an employee's vacation  
16 request, and accrual places the employee over the maximum thirty (30) working days, an extension  
17 for time over the accrual will be granted on a monthly basis. A statement of necessity will  
18 accompany each extension request. In addition, Year Round employees may cash out up to eighty  
19 (80) hours of vacation accrual. Such cash out may only occur once per year per employee in the  
20 August payroll and may not reduce the employee's accrued vacation hours below eighty (80)  
21 hours.  
22

23 Time accrued over the maximum thirty (30) working days must be used before the next  
24 anniversary date. MSD is concerned with employee well-being and encourages timely use of  
25 accrued vacation.  
26

27 **Section 7.2.5. Emergency Cash Out.**

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

**LEAVES**

**Section 8.1. Sick Leave.**

**Section 8.1.1.**

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. Employees shall receive sick leave benefits, based on the total days in an Assignment as per Section 6.1, prorated for actual days and hours worked. Sick leave shall be vested when earned and may be accumulated up to the legal maximum. MSD shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. Sick leave benefits shall be paid on the basis of the base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

**Section 8.1.1. Sick Leave Attendance Incentive Program.**

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

**Section 8.1.1.2.**

At the time of separation from MSD employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury.

**Section 8.1.2.**

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

1 **Section 8.1.3.**

2 If requested by the Superintendent or their designee, verification of an employee’s illness or injury  
3 must be certified by a physician in the event of an absence of four (4) or more consecutive days.  
4 Misuse of sick leave may lead to discipline up to and including termination as outlined in Section  
5 8.9 of this agreement.  
6

7 **Section 8.1.4.**

8 An employee with accumulated sick leave who is temporarily disabled from working due to injury  
9 or occupational illness which is covered by the State industrial insurance laws, Title 51 RCW, shall  
10 be paid by MSD an amount equal to the difference between the amount the employee would  
11 normally earn, and the amount paid the employee by the Department of Labor and Industries. A  
12 deduction shall be made from the employee's accumulated sick leave in accordance with the  
13 amount paid to the employee by MSD.  
14

15 **Section 8.1.5. Leave Sharing.**

16 Employees may donate annual or sick leave to a fellow employee who is suffering from or has  
17 a relative or household member suffering from an extraordinary or severe illness, injury, impairment,  
18 or physical or mental condition which has caused or is likely to cause the employee to take leave  
19 without pay or terminate employment. Any such donation of annual or sick leave shall be subject  
20 to the terms and limitations of law and will be administered through MSD policy.  
21

22 **Section 8.1.6. Family/Medical Leave.**

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

25 Act (FCA), and MSD Policy/Procedure 5404, employees have certain rights and protections, most  
26 of which run parallel with the provisions outlined in Sections 8.1.1 and 8.1.1.1. with the exception  
27 of FMLA, which extends medical benefits up to twelve (12) weeks for qualifying employees who  
28 have exhausted their paid leave or exhaust it during their leave period, none of the above laws  
29 provide for additional paid family leave time. It is encouraged that employees review their family  
30 medical leave rights with the Superintendent or their designee.  
31

32 The eligibility threshold for MESP represented employees will be nine hundred fifty (950) hours  
33 worked in the preceding twelve (12) month period rather than one thousand two hundred fifty  
34 (1,250) hours worked as noted in FMLA regulations. All hours compensated in the previous twelve  
35 (12) months shall count towards FMLA eligibility. Employees must be employed with the  
36 Meridian School District for at least twelve (12) months prior to be eligible.  
37

38 **Section 8.2. Bereavement Leave.**

39 All employees shall be granted bereavement leave with pay, on a per occurrence basis, as follows: Upon  
40 the death of a family member, a person living in the immediate household as a member of the family, or a  
41 close personal friend, an employee shall be granted up to five (5) days of Bereavement Leave per  
42 occurrence. If additional time is needed, the employee may provide a written request to the Superintendent  
43 or their designee to use sick leave for this purpose. Bereavement Leave is noncumulative. “Family” for  
44 the purposes of this section: Spouse, Domestic Partner, Children, Stepchildren, Father, Mother, Stepfather,  
45 Stepmother, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Grandparents, Grandchildren,  
46 Brother, Sister, Brother-in-Law, Sister-in-Law, Aunt, Uncle, Niece and Nephew.  
47  
48



1 **Section 8.3. Emergency Leave.**

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

11  
12 **Section 8.4. Personal Leave.**

13 Each employee shall be allowed three (3) days of Personal Leave with pay per contract year, based on the  
14 total days in an assignment as per Section 6.1, prorated for actual days and hours worked. The following  
15 conditions shall apply:

- 16  
17 A. Forty-eight (48) hours notice must be provided to the employee's supervisor. In situations when  
18 advanced notification cannot be given, the supervisor shall be notified as soon as possible.
- 19  
20 B. A maximum of two (2) MESP represented employees per building or department per day may  
21 utilize personal leave. At the discretion of the building or department supervisor, more than two (2)  
22 MESP represented employees may be granted personal leave for a given day if it is determined that  
23 the requested leave will not disrupt the orderly operation of the building or department.
- 24  
25 C. Personal Leave shall not be granted without the Superintendent's approval during the following  
26 periods:
- 27  
28 1. The ten (10) business days prior to the first day of school for students.  
29 2. The first ten (10) student attendance days.  
30 3. The last ten (10) student attendance days.  
31 4. Personal leave shall not be permitted during the first ten (10) days or the last ten (10) days  
32 of the individual's employment.
- 33  
34 D. If an employee does not use all personal days by the end of the contract year, they may carry over  
35 up to two (2) personal days into the following year, up to a maximum of five (5) days; however, no  
36 employee shall have more than five (5) personal days in a given contract year.

37  
38 **Section 8.5. Jury Duty.**

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

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1 **Section 8.6. Leave of Absence.**

2  
3 **Section 8.6.1.**

4 Upon recommendation of the immediate supervisor through administrative channels to the  
5 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave  
6 of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due  
7 to extended illness, one (1) additional year may be granted.  
8

9 Any employee who has been granted a leave of absence must notify MSD in writing of the  
10 employee’s intent to return to work no later than March 15. In the event such notification is not  
11 received by the Superintendent or their designee, by March 15, the employee shall be considered to  
12 have resigned from employment.  
13

14 Upon recommendation of the immediate supervisor through administrative channels to the  
15 Superintendent, and upon approval of the Board of Directors, an employee, having exhausted all  
16 leaves in Article VIII may be granted a short-term leave of absence without pay, not to exceed ten  
17 (10) days within a school year without loss of MSD contribution towards benefits.  
18

19 **Section 8.6.2.**

20 The returning employee will be assigned to the position, whenever possible, occupied before the  
21 leave of absence. Employees hired to fill positions of employees on leave of absence will be hired  
22 for a specific period of time, during which they shall be subject to all provisions of this Agreement,  
23 except Article IX where it applies to layoff. It shall be the responsibility of the  
24 employer to inform replacement employees of these provisions. Regular employees who fill a  
25 leave of absence assignment in their classification will be returned to the employee’s previous  
26 assignment. An employee able to return to work prior to their previously arranged return date may  
27 work as a Substitute Employee as under Section 1.4.  
28

29 **Section 8.6.3.**

30 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on  
31 leave of absence. However, vacation credit, sick leave and seniority shall not accrue while the  
32 employee is on leave of absence; provided, however, that if such leave is approved for extended  
33 illness or injury, seniority shall accrue.  
34

35 **Section 8.7. Association Leave.**

36 MSD agrees to allow MESP Officers a pool of up to one hundred eight (108) hours per calendar year for  
37 Association business. The MESP President shall provide the Superintendent and the employee’s  
38 supervisor at least two (2) school business days advance notice of each employee’s planned use of  
39 Association Leave, which may be granted if it is determined that the requested leave will not disrupt the  
40 orderly operation of the school and substitute, if required, is available. If a substitute is required, MESP  
41 will reimburse MSD the full cost of the employee’s absence. No more than two (2) employees per single  
42 classification or four (4) total employees district-wide may utilize such leave on any given day except for  
43 bargaining. All use of Association Leave by MESP Officers, or MESP representatives authorized by  
44 MESP Officers, shall be entered into Skyward for tracking purposes.  
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1 **Section 8.8. Operational Closure.**

2  
3 **Section 8.8.1. Year Round Employees.**

4 Year Round (ref. Section 6.1) employees who are unable to work due to a weather-related closure  
5 of MSD or their building may charge their unworked time to personal leave, vacation leave, or  
6 unpaid leave if vacation and personal leave balance are zero, or they may elect to work the hours  
7 missed due to operational closure at a later date upon arrangement with their supervisor. Year  
8 Round employees who take leave without pay due to a building, school, or MSD closure will not  
9 be deemed ineligible for holiday pay pursuant to Article VII, Section 7.1.2. because of such leave.  
10 Reference Article VI, Section 6.7 for information on Operational Closure procedures.  
11

12 **Section 8.8.2. School Year Employees.**

13 School Year (ref. Section 6.1) employees who are unable to work due to the closure of their  
14 building or weather-related cancellation of their daily route will work the hours missed due to  
15 operational closure when the school year calendar is revised. Employees will not be deemed  
16 ineligible for holiday pay pursuant to Article VII, Section 7.1.2. because of such leave or closure.  
17 Reference Article VI, Section 6.7 for information on Operational Closure procedures. Any use of  
18 personal or unpaid leaves during the revised work dates will be in accordance with Article VIII,  
19 Section 8.4 Personal Leave or Article VIII, Section 8.6 Leave of Absence.  
20

21 **Section 8.9.**

22 MSD may request verification of an employee’s absence if a pattern of possible misuse is identified. MSD  
23 will provide the employee and MESP with written notice that a pattern may exist prior to requesting  
24 verification of the absence. Misuse of all leaves covered in Article VIII may lead to discipline up to and  
25 including termination.  
26

27 **Section 8.9.1. Absences Guidelines.**

28 Excessive absences have a negative impact on the operations of MSD and wellbeing of fellow  
29 employees. The following guidelines are intended to guide MSD administrators in addressing  
30 excessive absences from the workplace:

- 31 • Section 8.9.1.1. If an employee has five (5) or more unpaid, sick, or family leave absences  
32 within any three (3) month period the administrator may require a meeting to address  
33 attendance concerns.
- 34 • Section 8.9.1.2. Concerns regarding an employee having excessive absences through the  
35 abuse of the leave provisions in Article VIII should be resolved as outlined in Article X.  
36

37 **Section 8.10**

38 For purposes of calculating daily hours, total time on leave shall be rounded to the nearest one quarter (1/4)  
39 hour.  
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**ARTICLE IX**

**PROBATION, SENIORITY AND LAYOFF PROCEDURES**

**Section 9.1.**

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

**Section 9.1.1.**

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

**Section 9.1.2.**

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

1. Determine which employee has worked the greatest combined number of hours (based upon time sheets) as a Leave Replacement, Temporary or Substitute employee in the classification in the current and immediately preceding school year.
2. Determine which employee submitted their application for employment in the classification on the earliest date.
3. By a draw of cards (conventional fifty-two (52) card deck, utilizing one suit, Ace to be considered the highest card).

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

**Section 9.1.3.**

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



1 **Section 9.2.**

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

5  
6 **Section 9.3.**

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

9  
10 **Section 9.4.**

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

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

16  
17 **Section 9.5.**

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

- 19 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- 20 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
21 United States-

22  
23 **Section 9.6.**

24 Seniority rights shall be effective within the general job classification except as is outlined in Section 9.8.  
25 As used in this Agreement, general job classifications are those set forth in Article I, Section 1.3.

26  
27 **Section 9.7.**

28 The employee with the greatest seniority in classification shall have preferential rights regarding shift  
29 selection, vacation periods, promotions, assignment to new or open jobs or positions, and layoffs, except  
30 when a junior employee or outside applicant demonstrates superior ability, qualifications, and/or  
31 performance related to the job description or posting.

32  
33 If MSD determines that seniority rights should not govern for the reasons described in the preceding  
34 sentence. MSD shall set forth in writing to the employee or employees and the MESP President or their  
35 designee its reasons why the senior employee or employees have been bypassed.

36  
37 **Section 9.7.1.**

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



1 **Section 9.8.**

2 Employees who change job classifications within the bargaining unit shall retain their seniority in the  
3 previous classification, notwithstanding that they have acquired a new hire date and a new classification.  
4 Employees will retain the total number of years they worked in their previous classification for a period of  
5 two (2) years, but will not accumulate any additional years, as long as they work in a different  
6 classification. After two (2) years, the seniority in the previous classification will be forfeited.  
7

8 In the event of program wide reductions, job placement (based upon program need) will be determined by  
9 seniority in classification with respect to skills and ability. MSD will continue to lay off from the bottom  
10 of the seniority list (by classification) and allow laid off senior employees to move into open positions. If  
11 there are no vacancies in the laid off employee's current or former classifications, they may exercise the  
12 right to move into the position of a less senior employee in a classification they previously occupied,  
13 beginning with the least senior employee in that classification. That least senior employee will then enter  
14 layoff status.  
15

16 **Section 9.8.1.**

17 Librarians who previously held the position of Paraeducator will retain all of their years of  
18 seniority within the Paraeducator classification. This will apply to seniority rights including any  
19 new or open positions or any layoff or reductions should they occur under Article IX. However,  
20 the seniority of Librarians will be ranked according to their day of hire within the Librarian  
21 classification should any reductions or hires take place solely within said classification. Librarians  
22 hired prior to September 1, 2021, are not subject to their seniority in the Paraeducator classification  
23 being forfeited after two (2) years.  
24

25 **Section 9.9.**

26 MSD shall publicize for five (5) working days the availability of new and open positions. All new  
27 positions of sixty (60) minutes or more per shift will be posted. This is exclusive of Section 9.14. MESP  
28 will be notified of new and open positions via an email sent to all staff on the day a position is opened.  
29

30 **Section 9.10.**

31 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by MSD  
32 according to seniority, with the most senior being called back to work first. Such employees are to have  
33 priority over outside applicants and will be considered along with current employees in filling an opening  
34 in the specific job category held immediately prior to layoff. Names shall remain on the reemployment list  
35 for sixteen (16) months. Except in extraordinary cases, MSD will give employees' two (2) weeks' notice  
36 of intention to lay them off. Employees shall give MSD two (2) weeks' notice of their intention to resign.  
37 Per Article X, Section 10.3, if an employee does not provide two (2) weeks notification, the employee will  
38 forfeit compensation for duties not performed in this time period.  
39

40 **Section 9.11.**

41 Employees on layoff status shall file their addresses in writing with the personnel office of MSD and shall  
42 thereafter promptly advise MSD in writing of any change of address.  
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1 **Section 9.12.**

2 An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee does not  
3 comply with the requirements of Section 9.11, or if the employee does not respond to the offer of  
4 reemployment within ten (10) calendar days of MSD contacting the employee with the offer of  
5 reemployment. MSD shall make said offer by phone and email to employees on the reemployment list in  
6 order of seniority.

7  
8 **Section 9.13.**

9 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other  
10 accrued benefits; provided that such employee is offered a position substantially equal to that held prior to  
11 layoff. Substantially is defined as at least seventy-five percent (75%) of hours worked prior to lay off.  
12

13 **Section 9.14.**

14 The term “Reduction of Hours” means a loss of time of at least one half (½) hours not due to disciplinary  
15 reasons. A reduction of hours shall not constitute a layoff. In case of reduction of hours, MESP and MSD  
16 agree to meet and confer regarding said reductions. As part of the meet and confer process, seniority will  
17 prevail.

18  
19 Regular employees (excluding Leave Replacement, Temporary and Substitute employees) whose hours  
20 are reduced more than one half (½) hour will have first right of refusal to restoration of hours as hours  
21 become available within classification and in the employee’s building for a period of one and one half  
22 (1½) years following the reduction of hours. Restoration of hours will be based on the employee’s  
23 seniority though job requirements as outlined in Section 9.7 may also be considered. An employee will  
24 forfeit rights to reinstate hours if they do not respond to the first offer of hours within ten (10) calendar  
25 days of MSD contacting the employee with the offer of reemployment. MSD shall make said offer by  
26 phone and email to employees on the reemployment list in order of seniority.

27  
28 Additional hours under this Section shall not include the posting of a new or vacant position.

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30 This Section does not apply to time reduction resulting from route changes in the Transportation  
31 Department.  
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## ARTICLE X

### DISCIPLINE AND DISCHARGE

**Section 10.1.**

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

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

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

**Section 10.2.**

Except in extraordinary cases, and as otherwise provided in this Article, MSD will give employees ten (10) working days' notice of intention to discharge.

**Section 10.3.**

Except in extraordinary cases, employees shall provide MSD a minimum of ten (10) working days' notification in the event of resignation or any other voluntary termination. If an employee does not provide ten (10) working days' notification, the employee will forfeit compensation for duties not performed in this time period.

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**ARTICLE XI**

**INSURANCE AND RETIREMENT**

**Section 11.1. Premium Entitlement.**

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

**Section 11.1.1. Duration of Premium Entitlement.**

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

**Section 11.1.2.**

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

**Section 11.1.3.**

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

**Section 11.2.**

MSD agrees to follow SEBB eligibility rules.

**Section 11.3.**

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

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

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

**Section 11.4.**

Effective September 1, 2023, MSD will contribute twenty-five dollars (\$25) per employee, per month, to an approved VEBA account. Effective September 1, 2025, MSD will contribute thirty dollars (\$30) per employee per month to the above-mentioned account.

1 **Section 11.5.**

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

5  
6 **Section 11. 6.**

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

10  
11  
12  
13  
14 **ARTICLE XII**

15  
16 **MESP MEMBERSHIP AND CHECKOFF**

17  
18 **Section 12.1.**

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

25  
26 **Section 12.2.**

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

34  
35 **Section 12.3. Political Action Committee.**

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

41  
42 **Section 12.4. Hold Harmless.**

43 MESP and its affiliates will defend, indemnify, and hold MSD harmless against all liability, including  
44 allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs  
45 and expenses (including attorneys’ fees) that arise out of any action taken or not taken by MSD in  
46 implementation of this Article.



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**ARTICLE XIII**

**GRIEVANCE PROCEDURE**

**Section 13.1. Purpose.**

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances, or these procedures shall not interfere with regular duties.

**Section 13.2. Definitions.**

**Section 13.2.1. Grievant.**

A grievant is an employee, a group of employees or, in the case of MESP's contractual rights, MESP. Examples of groups of employees are:

- All employees in a classification
- All employees with the same job title
- All employees in a program
- All employees at a certain location

Names of employees will be listed on the grievance form, but individual signatures are not required.

"Groups of Employees" shall not include all members of the bargaining unit.

**Section 13.2.2. Grievance.**

A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.

**Section 13.2.3. Days.**

Days in this procedure are student days except after the school year where they are to be MSD office workdays.

**Section 13.2.4. Grievance Mediation.**

An informal process conducted by a Mediator assigned by the Public Employment Relations Commission (PERC) to attempt to mediate a mutually agreeable resolution or to advise the parties as to the probable outcome if the dispute were to proceed to arbitration. The Mediator's opinion is advisory only. The parties may mutually agree to depart from the formal grievance process at any time in order to address the dispute through grievance mediation. In the event resolution is not achieved through the grievance mediation process, the formal grievance process contained herein shall resume without prejudice to either party.





1 **Section 13.3. Timelines.**

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

4  
5 Failure on the part of MSD at any step of this procedure to communicate the decision on a grievance  
6 within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next  
7 step of this procedure.

8  
9 Failure of the grievant (employee or MESP) to present or proceed with a grievance within the specified or  
10 mutually extended time limits will render the grievance waived.

11  
12 **Section 13.4. Representation.**

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

16  
17 **Section 13.5. Process.**

18  
19 **Section 13.5.1. Step 1 Informal Level - Informal Submission of Grievance to Supervisor.**

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

25  
26 **Section 13.5.2. Expedited Procedure.**

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

30  
31 **Section 13.5.3. Step 2 Formal Level - Written Submission of Grievance to Supervisor.**

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

- 35  
36 A. A clear and concise statement of the alleged grievance including the facts upon which  
37 the grievance is based;  
38 B. Reference to the specific terms of the Agreement which have been allegedly violated;  
39 C. Issues involved; and  
40 D. Specific remedy sought.

41  
42 In presenting the grievance, the employee may elect to be accompanied by a representative of  
43 MESP. The immediate supervisor will inform the employee and MESP in writing of the  
44 disposition of the grievance within ten (10) days of the presentation of the written grievance.

1 **Section 13.5.4. Step 3 Superintendent Level.**

2 Written submission of grievance to the Superintendent or their designee.

3  
4 **Section 13.5.4.1. Individual Grievance.**

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

8  
9 The Superintendent or their designee will review the grievance with the parties involved  
10 and provide a written statement of the disposition to the employee with a written copy to  
11 MESP within (10) days of receipt of the grievance.

12  
13 **Section 13.5.4.2. Association Grievances.**

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

21  
22 **Section 13.5.5. Arbitration.**

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

25  
26 **Section 13.5.5.1.**

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

29  
30 **Section 13.5.5.2.**

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

33  
34 **Section 13.5.5.3.**

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

39  
40 **Section 13.5.5.4.**

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

1 **Section 13.5.5.5.**

2 Arbitration proceedings shall be in accordance with the following:

- 3
- 4 A. The arbiter, once appointed, will inform the parties as to the procedures which
- 5 will be followed.
- 6 B. The arbiter shall hear and accept pertinent evidence submitted by both parties
- 7 and shall be empowered to request, through subpoena if necessary, such data
- 8 and testimony as the arbiter deems pertinent to the grievance and shall render a
- 9 decision in writing to both parties within thirty (30) days, unless mutually
- 10 extended, of the closing of the record.
- 11 C. The arbiter shall be authorized to rule and issue a decision in writing on the
- 12 issue(s) presented for arbitration which decision shall be final and binding on
- 13 both parties.
- 14 D. Each party to the proceedings may call such witnesses as may be necessary in
- 15 the order in which their testimony is to be heard. Such testimony shall be limited
- 16 to the matters set forth in the written statement of grievance. The arguments of
- 17 the parties may be supported by oral comment and rebuttal. Either or both
- 18 parties may submit written briefs within a time period mutually agreed upon.
- 19 Such arguments of the parties, whether oral or written, shall be confined to and
- 20 directed at the matters set forth in the grievance.
- 21 E. Each party shall pay any compensation and expenses relating to its own
- 22 witnesses or representatives.
- 23 F. The costs for the services of the arbiter, including per diem expenses, if any, and
- 24 their travel and subsistence expenses, and the cost of any hearing room shall be
- 25 borne equally by MSD and MESP. All other costs and expenses will be borne
- 26 by the party incurring them.
- 27 G. The total cost of the stenographic record, if requested, will be paid by the party
- 28 requesting it. If the other party also requests a copy, that party will pay one half
- 29 (½) of the stenographic cost.
- 30

31 **Section 13.6. Binding Affect.**

32 Agreements arrived at under the provisions of this Article by the representatives of MSD and MESP at

33 Steps 1, 2, and 3, or by the arbiter's award, shall be final and binding upon both parties, provided,

34 however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to

35 alter this Agreement in whole or in part.

36

37 **Section 13.7. Limits of the Arbiter.**

38 The arbiter cannot order MSD to take action contrary to law.

39

40 **Section 13.8. No Duty to Maintain Status Quo.**

41 MSD has no duty to maintain the status quo or to restore the status quo pending arbitration. However, if

42 return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

43

44 **Section 13.9. Freedom from Reprisal.**

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

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## ARTICLE XIV

### PROFESSIONAL TRAINING

**Section 14.1.**

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

**Section 14.2.**

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

**Section 14.3.**

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

**Section 14.3.1.**

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

**Section 14.3.2.**

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

**Section 14.3.3.**

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

1  
2 **Section 14.3.4.**

3 With at least thirty (30) days advance notice, tuition and expenses may be prepaid by MSD where  
4 practicable. Advanced payments will be coordinated through the employee’s building  
5 administrator or department director.  
6

7 **Section 14.3.5.**

8 Employees receiving a professional development grant are responsible for making the results  
9 available to the screening committee. This summary will be kept in the employee’s personnel file.  
10

11 **Section 14.3.6.**

12 Article 14.3 will be null and void in the event of levy failure.  
13  
14

15 **ARTICLE XV**

16 **TRANSFER OF PREVIOUS EXPERIENCE**

17  
18 **Section 15.1. Previous School District Experience.**

19 When any employee leaves a school district and commences employment with MSD, the employee shall  
20 retain the same leave benefits and other benefits that the employee had in the previous position. Seniority  
21 rights are not transferrable in any manner. Longevity shall be fully transferable and is considered an  
22 "other benefit".  
23

24  
25 **Section 15.1.1.**

26 If MSD has a different system for computing leave benefits and other benefits, then the employee  
27 shall be granted the same leave benefits and other benefits as an employee in MSD who has similar  
28 occupational status and total years of service.  
29

30 **Section 15.2. Previous Experience In-District.**

31 When an employee in a Temporary or Leave Replacement position in MSD is hired into the same  
32 assignment as a Regular position, the employee’s Longevity and Seniority date will be established as the  
33 date their Temporary or Leave Replacement position in the assignment began. When a Substitute  
34 employee substitutes in an assignment for twenty (20) or more continuous days and is hired into the same  
35 assignment in a Regular capacity, the employee’s Longevity and Seniority date will be established as the  
36 date that Substitute assignment began.  
37

38 **Section 15.3. Previous Industry Experience.**

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

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 16.1.**

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

- A. School year 2024-2025 2023-2024 plus the State Implicit Price Deflator (IPD)
- B. School year 2025-2026 2.6% plus the State Implicit Price Deflator (IPD), plus additional enhancements, (additional 2.0% for Transportation & Transportation Specialists, increase differential between Instructional & Specialized Paraeducators to \$1.25/hour at Step 1)

**Section 16.1.1.**

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

**Section 16.2.**

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

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

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

**Section 16.2.1.**

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

**Section 16.2.2.**

Step movement shall be on the anniversary of the employee's hire date. If the anniversary of the employee's hire date falls after the monthly payroll cutoff, the step increase shall be applied in the following month, retroactive to the anniversary date.



1 **Section 16.3.**

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

4  
5 **Section 16.4.**

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

9  
10 **Section 16.5.**

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

13  
14 **Section 16.6.**

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

17  
18 **Section 16.7.**

19 It is recognized that employees shall receive their salary and insurance benefits on a twelve (12) month  
20 basis. It is also understood that holiday and vacation pay for School Year employees shall be prorated over  
21 a twelve (12) month basis.

22  
23 **Section 16.8. Premium for Higher Education.**

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

28  
29 **Section 16.8.1. Definitions.**

30  
31 **Section 16.8.1.1. Two (2) Year Degree.**

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

34  
35 **Section 16.8.1.2. Four (4) Year Degree.**

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

38  
39 **Section 16.8.1.3. Accreditation.**

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



1 **Section 16.8.2. Filing Requirement.**

2 To be applicable for longevity placement on Schedule A as outlined in Section 16.8, the degree  
3 must be earned by September 1 and an official transcript reflecting the date the degree was  
4 awarded/conferred must be filed with the MSD Office by September 15. If the transcript is  
5 received after September 15, the longevity placement will be adjusted at the beginning of the  
6 following fiscal year.  
7

8 **Section 16.8.2.1. New Hire Filing Requirement.**

9 To be applicable for longevity placement on Schedule A as outlined in Section 16.8, each  
10 newly hired bargaining unit employee must have their official transcript reflecting the date  
11 the degree was awarded/conferred on file with the MSD Office no later than thirty (30)  
12 working days following their hire date. If the transcript is received after thirty (30) working  
13 days following their hire date, the longevity placement will be adjusted at the beginning of  
14 the following fiscal year.  
15

16 **Section 16.8.3. Maximum Benefit.**

17 An employee who demonstrates having both a two (2) year and a four (4) year degree will be  
18 credited with a maximum of two (2) years of longevity credit.  
19

20 **Section 16.9.**

21 Reimbursement for all allowances in this Section are to be submitted by the employee via an Expense  
22 Claim signed by the employee’s applicable Department Director or Supervisor, unless otherwise noted in  
23 the specific sub section:  
24

25 **Section 16.9.1. Commercial Driver’s License (CDL).**

26 MSD will reimburse the CDL renewal fee for all Regular Drivers and other employees that are  
27 required by MSD to hold a CDL “S” endorsement and/or CDL as a requirement of the employment  
28 with MSD. If the employee leaves employment with MSD prior to working one hundred twenty  
29 (120) days after receiving the reimbursement, the amount will become due and payable in full and  
30 deducted from the employee’s final paycheck.  
31

32 **Section 16.9.2. Department of Transportation (DOT) Physical.**

33 MSD will reimburse the DOT physical cost for Regular Drivers and other employees who are  
34 required by MSD to hold a CDL and/or CDL “S” as a requirement of their employment with MSD.  
35 Such reimbursement will be for the actual out of pocket cost for the physical, not to exceed two  
36 hundred fifty dollars (\$250). If the employee leaves employment with MSD prior to working one  
37 hundred-twenty (120) days after receiving the reimbursement, the amount will become due and  
38 payable in full and deducted from the employee’s final paycheck.  
39

40 **Section 16.9.3. Driver Training Program.**

41 After completion of one hundred-twenty (120) days of employment, MSD will reimburse up to one  
42 hundred (100) hours of time spent in the Meridian Driver Training Program for Regular Drivers  
43 and other employees that are required by MSD to hold a CDL “S” endorsement and/or CDL as a  
44 requirement of their employment with MSD.  
45

46 The reimbursement will be paid at five dollars (\$5) per hour below Step 1 of the Regular Driver  
47 rate pursuant to Schedule A in the payroll cycle following the completion of one hundred-twenty  
48 (120) days of employment.





1 **Section 16.9.4. MSD School Bus Behavior Plan Stipend.**

2 MSD and MESP agree to the following arrangement pertaining to communication and School  
3 Bus behavior planning with students, parents and principals in furtherance of the student  
4 disciplinary process.

5  
6 MSD recognizes that these communications and the development of individual School Bus  
7 behavior plans will require time outside of the regular shift for bus drivers. MSD recognizes that  
8 the time required will vary by the time of year, number of students with behavior issues on a  
9 particular bus, and other factors. All time in support of communication and School Bus behavior  
10 planning must be documented and submitted to the Director of Transportation on a monthly  
11 basis.

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

16  
17 The stipend shall be prorated for hire date, leave of absences or other reasons as agreed upon  
18 between MESP and MSD.

19  
20 **Section 16.9.5. Washington State Food and Beverage Service Workers Permit (Food**  
21 **Worker Card) Allowance.**

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

26  
27 **Section 16.9.6. Non-Slip Shoe Allowance.**

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

34  
35 **Section 16.9.7. Work Boot Allowance.**

36 Employees in the Custodial, Maintenance, and Mechanic classifications shall be reimbursed up  
37 to two hundred fifty dollars (\$250) in September of each new even numbered school year for one  
38 (1) pair of work-related boots, or the sole repair or replacement for work related boots. All  
39 employees in these classifications are encouraged to wear the work-boots while at work for  
40 safety purposes. If the employee leaves employment with MSD prior to the following August,  
41 the amount will become due and payable in full and deducted from the employee's final  
42 paycheck.

1 **Section 16.9.8. Mechanics Washington State Patrol (WSP) Inspection Incentive.**

2 A Washington State Patrol (WSP) Inspection Incentive will apply to each Mechanic as follows:

- 3
- 4 • Summer Inspection:  
5 Ninety-two (92) percent or above pass rate. Four hundred seventy-five dollars (\$475)
  - 6 • Winter Inspection:  
7 Ninety (90) percent or above pass rate. Three hundred dollars (\$300)
- 8

9 **Section 16.9.9. Cellular Telephone Stipend.**

10 MSD and MESP agree that the need to easily communicate is impacted when employees in  
11 specific classifications and/or assignments are not at a single workstation during their workday.  
12 MSD and MESP further agree that due to the responsibilities of employees in specific  
13 classifications and/or assignments, there may be a need to communicate outside of an employee's  
14 regular shift.

15  
16 In recognition, Year Round employees in the following classifications and/or assignments who are  
17 expected to use their personal cellular phones for work related contact shall receive an annual  
18 stipend of six hundred dollars (\$600) to support these communications:

19  
20 Classification: Custodial  
21 Maintenance  
22 Mechanics  
23 Technology  
24 Transportation Specialist  
25 Assignment: Lead Food Service Worker  
26

27 The annual stipend shall be prorated for School Year employees based on the Year Round  
28 employee stipend, prorated for actual days and hours worked, hire date, leave of absences or other  
29 reasons as agreed upon between MESP and MSD.

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

**TERM AND SEPERABILITY OF PROVISIONS**

**Section 17.1.**

The term of this Agreement shall be September 1, 2024 to August 31, 2026.

**Section 17.2.**

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

**Section 17.3.**

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

**Section 17.4.**

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

**Section 17.5.**

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

**Section 17.6.**

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



SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

MERIDIAN MESP CHAPTER #816

MERIDIAN SCHOOL DISTRICT #505

BY:   
Kris Ann Lewis, Chapter President

BY:   
James E. Everett, Superintendent

DATE: 8/23/24

DATE: 8/23/2024



**MERIDIAN SCHOOL DISTRICT NO. 505**  
**Classified Performance Appraisal Form**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Evaluation Period: \_\_\_\_\_ to \_\_\_\_\_

**E = Exceeds Requirements    M = Meets Requirements    N = Needs Improvement    U = Does Not Meet Requirements**

Note: Supporting comments required for "Needs Improvement" and "Does Not Meet Minimum Requirements"

QUALITY OF WORK	E	M	N	U	COMMENTS
Takes pride in work					
Works accurately					
Meets work deadlines					
Produces quality work					
Uses time efficiently/effectively					

WORK HABITS	E	M	N	U	COMMENTS
Is punctual and regular in attendance					
Gives adequate notice when absent					
Is a willing worker at all times					
Is flexible and adaptable					
Demonstrates organizational skills					
Suggests changes to improve work					
Deals effectively with emergencies					
Maintains appropriately neat work area					
Is willing to accept responsibility					

TECHNICAL ABILITY	E	M	N	U	COMMENTS
Possesses related skills for position					
Has specific knowledge about the job					
Effectively operates necessary equipment					
Takes advantage of training opportunities					

HUMAN RELATIONS	E	M	N	U	COMMENTS
Receives constructive criticism well					
Deals courteously and tactfully with others					
Exhibits effective communication skills					
Interacts positively with students					

PROFESSIONALISM	E	M	N	U	COMMENTS
Demonstrates cooperation/respect for peers					
Maintains confidentiality of the position					
Appearance and attire are appropriate					

**Additional Comments**

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

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