

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**MEAD COMBINED TRADES ASSOCIATION**

**and the**

**MEAD SCHOOL DISTRICT #354**

**Effective September 1, 2021 - August 31, 2023**

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## **PREAMBLE**

**This Agreement is made and entered into between the Mead School District #354, hereinafter known as the "District," and the Mead Combined Trades Association, an affiliate of the Washington Education Association and the National Education Association, hereinafter referred to as the "Association."**

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

**This Preamble shall not be subject to the grievance procedure.**

# **ARTICLE I – ADMINISTRATION**

## **Section 1 – Recognition**

- A. The District recognizes the Association as the exclusive bargaining representative for all full-time and regular part-time Combined Trades employees including: Maintenance, Mechanics, Warehouse, and Computer Technicians employed by the District; and excluding supervisors, confidential employees, and casual employees.
- B. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District, which shall be contrary to or inconsistent with its terms.
- C. Where used in this Agreement, "classified employee" shall mean a member of this bargaining unit.
- D. This bargaining unit was part of a combined unit comprised of custodians and combined trades employees represented by MCPEA until the PERC order of July 6, 2011 authorized a separation of the two groups. The stipulations of this separation are attached hereto as Appendix I.

## **Section 2 - Nondiscrimination**

The Board and Association agree that neither shall discriminate against any employee of the District because of race, color, sex, marital status, age, national origin, handicap, religious or political belief, veteran status membership or non-membership in the Association.

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

## **Section 3 - Savings Clause**

Should any provisions of this Agreement be found to be in violation of any federal, state or local laws, all other provisions of this Agreement shall remain in force and effect for the duration of this Agreement. The Association and the District shall meet and re-negotiate any invalidated article within a reasonable period of time.

## **Section 4 - Distribution of the Agreement**

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

### **Section 5 - Labor/Management Meetings**

- A. The Association and the District shall conduct regular quarterly labor/management meetings for the purpose of resolving problems that may arise relative to the administration of this Agreement and other items of mutual concern. Grievances which have been formally filed shall not be brought to this group. Additional meetings shall occur by mutual agreement of the parties.
- B. The agenda for these meetings shall be mutually developed by the Superintendent or designee and the Association president.
- C. A labor/management meeting to discuss staffing and workload issues shall occur during the month of March of each year, prior to the preparation of the District's annual budget.
- D. The meetings shall be mutually scheduled by the Superintendent or designee and the Association president. Participants shall attend these meetings with no loss of pay or benefits.

### **Section 6 - Privacy**

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

## **ARTICLE II - BUSINESS**

### **Section 1 - Dues Deduction**

- A. Upon receipt of a written Dues Deduction Authorization from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the president of the Association and shall transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Business Service office. Dues will include local dues.
- B. The District shall enforce this provision by deducting, from the pay of employees who individually authorize in writing that such deductions be made, the dues required of membership. It is understood and agreed that this dues deduction system is for the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association.
- C. The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of the provisions of this section.

### **Section 2 - Management Rights**

In matters not covered specifically by this Agreement, the District management shall have the exclusive right to make decisions in such areas and such decisions shall not be subject to the grievance procedure; provided, however, that the exercise of these rights shall not prohibit the Association from expressing the views of employees through the Labor/Management procedure, Article I, Section 6.

### **Section 3 - Association Rights**

- A. The District agrees to include the President of the Association on the mailing list for all School Board policy changes which pertain to employees of the bargaining unit.
- B. The Association and its representatives shall have the right to use District buildings when available for meetings and to transact Association business upon notification to the building supervisor/principal and provided such meetings and business are conducted outside the contracted workday.
- C. The Association shall have the right to use District facilities and equipment at reasonable times, when such equipment is not otherwise in use and provided that the use of the equipment is not for purposes prohibited by law. The Association shall reimburse the District for the cost of expendable office supplies related to the use of district equipment.

- D. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in each district lunch and break room used by unit members. A copy of any notice posted pursuant to this section shall be supplied to the Superintendent or designee prior to posting.
- E. The Association shall have access to the District electronic network and employee mailboxes for Association business.
- F. The District shall furnish to the Association upon request any information which is public record under the statutes of the state of Washington.
- G. The Association and its representatives shall have access to all District buildings and to all classified employees. The representative shall notify the building principal or designee of his/her presence. Such visits shall not interrupt work performance.
- H. Employees required by the District to attend meetings of the Board or to attend grievance proceedings during regular working hours shall suffer no loss in pay.
- I. The Association or its representatives will be allowed a maximum of 48 hours of leave annually for Association business with pay upon approval from the District, without loss of personal leave, vacation time, etc.
- J. Association leave shall be provided for Association business so long as the leave does not unduly disrupt the operations of the District. This applies to officers of the Association and its constituent organizations or to members of these organizations who are designated by the Association as official delegates.

Requests for Association leave shall be submitted in writing to the Superintendent or his/her designee and cc'd to the immediate supervisor by the Association president at least five (5) working days, if possible, before the leave is to be taken.

Where the absence of a person taking leave under this subsection requires a substitute, the cost of the substitute shall be at no expense to the District and shall be borne by the Association.

- K. The District shall make available to the Association a roster of all bargaining unit member by September 15, and inform the Association within ten days (10) of hire by the Board of Directors of any additions, with hire date, or deletions of employees covered by this Agreement.
- L. Per state law, the District will provide the union reasonable access to new employees for the purpose of presenting information about their exclusive bargaining representative. This voluntary thirty (30) minute meeting may occur at the new hire's discretion during the new hire's work time within ninety (90) days of their hire date.



## **ARTICLE III - PERSONNEL**

### **Section 1 - Due Process**

- A. No employee shall be disciplined without just cause (See Appendix F).
- B. The specific grounds forming the basis for formal disciplinary action will be made available to the employee in writing upon issuance of the discipline.
- C. Any complaint not made known to employees cannot be used in disciplinary action.
- D. Each newly hired employee shall be in provisional status for ninety (90) working days. During this time, the employee and supervisor will meet to evaluate the employee's performance. A decision to continue the provisional status for an additional sixty (60) working days will be made by the District, before the end of the first ninety (90) working days. The employee and the Association will be notified in writing of the decision, and the reasons for the extension and areas of performance in need of improvement shall be provided in this notice. The decision by the District shall not be subject to the grievance procedure, provided that the District has evaluated the employee in compliance with this section. During this time the District shall have the right to terminate the employee for any or no reason. The District's termination decision shall not be subject to the grievance procedure, provided that the District has evaluated the employee in compliance with this section.

### **Section 2 - Seniority**

- A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Seniority will start on the employee's first day of work. For bidding purposes, members with the same seniority who are bidding on the same position will be awarded the position by lottery. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day.
- B. The District shall prepare and post biannually the seniority list. The initial seniority list shall be prepared and posted in all designated work sites of the District within one calendar month after the ratification of this Agreement. Revisions and updates shall be prepared and posted on or about February 1. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- C. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence granted by the District, or temporary layoff. The time limit for illness shall be in accordance with Article III, Section 10 of this contract.

### **Section 3 - Layoff and Recall**

- A. When the District determines it is necessary to reduce the work force, layoffs shall be made according to seniority, provided those with seniority have the necessary qualifications for remaining positions. Any decision to reduce the work force for economic reasons or program reason shall not be subject to the grievance procedure.
1. In the event the reduction in force is due to economic reasons, the District will provide the Association with written documentation of financial necessity at least fourteen (14) calendar days prior to the implementation of a reduction in force.
  2. Any employee affected by layoff shall receive written notification at least fourteen (14) calendar days prior to the layoff taking effect. The Association shall also be notified of all affected employees.
- B. Recall Pool
1. The names of employees laid off shall be placed on the recall list.
  2. Employees shall remain in the recall pool for twenty-four (24) months.
  3. Employees recalled to work within twenty-four (24) months after date of layoff will continue to accrue seniority during the period of layoff. Employees will not accrue sick leave or vacation leave during layoff.
  4. Employees may be called back for short term work during the twenty-four (24) month recall period.
  5. Employees may decline short term work if the work assignment is less than six (6) months in duration and retain their placement in the recall pool.
- C. Recall
1. Employees shall be recalled based on seniority, provided those with seniority have the necessary qualifications.
  2. Notices of recall shall be confirmed by certified or registered mail to the last known address as shown on the District records.
    - i. The recall notice shall state the time and date on which the employee is to report back to work.
    - ii. It shall be the employee's responsibility to keep the District notified as to their current mailing address.

- iii. If a certified letter, return receipt requested, fails to produce a response from the affected employee within seven (7) calendar days of sending the letter of recall, then the employer shall be absolved from any further responsibility to attempt to locate the employee, and that employee's name shall be removed from the recall list.
3. An employee who declines recall to perform work for which they are qualified, shall forfeit their seniority and recall rights, unless the employee has declined a short term work assignment of less than six (6) months.
4. The President of the Association will be notified in writing of all employees receiving recall letters.

#### **Section 4 - Personnel File**

- A. Employees will, upon request, have the right to inspect the contents of their complete personnel file kept within the District.
- B. A review of the personnel file will be supervised by a District administrator. At the classified employee's request, an additional individual may be present during this review.
- C. Upon request, one copy of any document contained therein shall be afforded the employee at the District's expense. Additional copies will be at the employee's expense. No secret, duplicate, or alternate personnel file shall be kept by the District.
- D. Copies of all materials to be placed in the employee's file will be forwarded to the employee and the employee will be afforded the opportunity to attach his/her comments. Statements that are not part of an employee's evaluation or any disciplinary action shall not be included in the personnel file. Any discipline or evaluation material to be placed in an employee's personnel file shall be signed by the employee.
- E. Material of a disciplinary nature, or records of investigation by the District, shall be valid for a maximum of two (2) years from the date to which the material or investigation refers. After two years, such material or records shall not be considered or used in any way to support any personnel action, including progressive discipline or termination. The District shall remove such dated materials from the personnel files on an annual basis. Material of a disciplinary nature, or records of investigation by the District, may be maintained indefinitely in a separate location other than on District property if the maintenance of such material or records is required by state or federal law, or if required by the District to protect itself from future litigation. Neither the District nor any representative of the District shall maintain any secret or other file, other than the ones indicated in this section, on any employee exclusive of Federal requirement for drug and alcohol testing for employees holding a CDL license.
- F. Notification of Public Records Request or Subpoena

If an employee's personnel file or any of its contents is subpoenaed in accordance with the law, the employee and the Association shall be immediately notified electronically via email. Likewise, if the district receives a public records request that might lead to the release of any materials in the personnel file, immediate notice shall be given to the employee and the Association electronically via email. In the case of a public records request, the records will not be released for a period of no less than two weeks following the notification to the employee and the Association. Barring a valid open records request, subpoena, or other legally binding requirement, the District shall not release any information from the personnel file.

### **Section 5 - Staff Protection**

- A. **District Insurance:** The District shall carry employees as insured in its District liability insurance. Employees shall be given the same levels of protection as all other employee groups.
- B. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if necessary, the appropriate law enforcement authority. Reasonable steps shall be taken by the District in cooperation with the employee to reasonably provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the employee.
- C. **Loss or Damaged Property:** The District shall reimburse employees for replacement of personal property not utilized or worn in the course of employment that is damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the employee's personal insurance or \$100.00, whichever is less.

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

- 1. The employee claiming the loss must be the registered owner or spouse of the vehicle that has been damaged.
- 2. The vandalism must have occurred while the employee was on shift and at the employee's work location.
- 3. Reimbursement shall be one-half the amount of the loss or one-half the employee's deductible, whichever is less, but not to exceed \$100.00. An affidavit shall be required to be signed by the employee stating the date, place, and nature of the damage, loss or destruction of such property.

### **Section 6 - Transfers**

- A. The District has the exclusive right to decide whether to open a position or to consider a position vacant. Such decision shall not be subject to the grievance procedure. Job openings or vacancies for bargaining unit positions which are to be filled shall be posted on bulletin boards in the District

for five (5) working days prior to being filled, so that all interested employees may bid for the job opening or vacancy. The location for posting will be designated jointly by the administration and Association representative in each building. Any change of location shall mutually be agreed upon. A copy of each posting shall concurrently be delivered to the Association president. All employees shall have the first opportunity to be considered for any job opening.

- B. Selection of employees to fill openings or vacancies shall be made by the District. Members of MCTA bargaining unit shall have first consideration, provided that the employee meets the qualifications for the position. If an employee is denied the position, the employee may request an explanation of the denial. The District will meet with the employee within five (5) working days of the request. The determination of "meeting qualifications" will be made by the screening committee through a pre-determined points-based system. When there is more than one employee from within the bargaining unit who applies and meets the qualifications, the one with the most seniority shall receive the position.

Hiring from outside of the bargaining unit shall only occur if there are no requests for transfer from within the bargaining unit or no one requesting a transfer is qualified.

- C. Personnel transferring or hired from outside of the affected department will start at the bottom of the departmental seniority listing.
- D. The promotion or change in job classification for bargaining unit members shall be considered temporary for a period of twenty (20) working days from the date of the promotion or change. The District reserves the right to extend the probation period by ten (10) additional working days, if conditions warrant and the Association concurs. Within the twenty (20) working day period, if the employee should decide he/she does not want the job, he/she shall revert to his/her former position without prejudice or loss of original department seniority. If after the twenty (20) day period the supervisor is unsure of the employee's suitability for this position, the supervisor shall meet with the employee and discuss specific, documented concerns. The employee shall then be given ten (10) additional working days to address the concerns of the supervisor. If, after the ten (10) additional day period, it is the decision, of the administrator/supervisor, that the employee is unsuited for the position, the employee shall revert to his/her former position without prejudice or loss of original department seniority.
- E. Selection of employees for permanent positions shall be made by the supervisor and the appropriate hiring team. The hiring team shall include at least one bargaining unit employee from the affected department and one Association representative. In the event the hiring team cannot agree on a candidate for the position, the supervisor may make the final decision.

#### **Section 7 - Temporary Work For Association Members**

- A. Employees will have the opportunity to apply for temporary positions posted by the District. Selection for temporary positions shall be based upon qualifications, as per the existing Transfer

provisions of this Agreement. However, the District may determine that an undue hardship to a work site could preclude an employee from being selected for the temporary position.

- B. If an employee accepts a temporary position, upon completion of the position, the employee shall be returned to his/her normal assignment, with no loss in seniority, vacation, annual or sick leave.
- C. All employees requesting a transfer to a temporary position shall be notified within five days of the employer filling the position. Such notification shall include a statement of acceptance or non-acceptance and the reasons therefore.

### **Section 8 - Holidays**

- A. Employees covered by this Agreement shall receive the following as paid holidays:

- Labor Day (1st Monday of September)
- Veteran's Day (November 11)
- Thanksgiving Day and Friday after (4th Thursday & Friday of November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)
- New Year's Day (January 1)
- Martin Luther King Jr.'s Birthday (3rd Monday of January)
- President's Day (3rd Monday of February)
- Memorial Day (last Monday of May)
- 4th of July (July 4th)

- B. Should a holiday fall on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. For those employees working the four-day week during the summer, if the Fourth of July falls on a Friday, the holiday shall be observed on the preceding Thursday.
- C. Employees shall receive the day preceding Christmas day and the day preceding New Year's Day off with pay. Should the day preceding Christmas and New Year's Day fall on a Friday, the holiday shall be observed on the preceding Thursday provided that day is a non-student day. Should the day preceding Christmas and New Year's Day fall on a Saturday/Sunday, the holiday shall be observed on the preceding Friday provided that day is a non-student day.
- D. Triple time (3) will be paid for all work performed on the holidays listed in Section 8.A above. Work performed on days observed as holidays (i.e. Monday after Christmas which falls on a Sunday) are not eligible for triple time pay but will be paid at the appropriate overtime rate of pay.

**Section 9 – Vacations**

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

| <b>Years of Service</b>     | <b>Vacation Eligibility</b>       |
|-----------------------------|-----------------------------------|
| 0 thru 4 yrs -7.33 hrs/mo   | Eleven(11) days or 88 hrs         |
| 5 thru 9 yrs -10.667 hrs/mo | Sixteen (16 ) days or 128 hrs     |
| 10 yrs - 24 yrs 13.3 hrs/mo | Twenty 20 days or 160 hrs         |
| 25 yrs - 15.33 hrs/mo       | Twenty-three (23) days or 184 hrs |

Vacation may be taken only after the provisional period has been successfully completed.

- B. Vacation shall be granted at the time requested by the employee provided that the employee's absence does not unduly interfere with the District's operations or department workload. To receive vacation of 1 to 3 consecutive days, the employee must submit his/her request at least one full working day prior to taking such vacation. To receive vacation of 4 or more consecutive days, the employee must submit his/her request at least one (1) week prior to taking such vacation. The supervisor may waive the one (1) week limit, if, in his/her discretion, circumstances warrant it.
1. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given first choice of vacation dates.
  2. In a department where there are two (2) or more employees in the same job classification, the most senior employee will have a one (1) week right of review on a vacation request by the less senior employee. If the most senior employee decides that he/she wants to take vacation at the same time, he/she can bump the less senior employee. This provision can only be used once in a contract year.
  3. Vacation may not be taken the week prior to and the week after the school year begins. The supervisor may waive this provision if, in his/her judgement, circumstances allow for it.
- C. Vacation may be accumulated to a total of thirty (30) working days as of beginning of the fiscal year (September). Any vacation accumulated beyond this limit will be forfeited unless the employee requests in writing to defer his/her vacation because of work schedules, in which case the vacation shall not be forfeited, nor may an employee be paid additional compensation for earned vacation time not taken. An employee may donate vacation leave accumulated over thirty (30) days through an approved shared leave process in lieu of forfeiting vacation. After deferral,

an employee must bring the balance back to thirty (30) working days or below for the following year. An employee may not defer for consecutive years.

The total number of accumulated annual leave days and vacation days to be reimbursed at retirement or termination will not exceed thirty (30) days total during the AFC (Average Final Compensation) period, or the employee's two highest consecutive paid years. The purpose of this limitation of the number of days is to avoid incurring excess compensation costs as defined by the Department of Retirement Systems.

- D. Any employee who is laid off, discharged, retired or separated from the service of the District for any reason prior to taking his/her vacation shall be allowed to receive payment for earned vacation time consistent with applicable state laws.

### **Section 10 - Sick Leave**

- A. At the beginning of each school year, each employee shall be credited with an advance sick leave allowance of twelve (12) days with pay, to be used for absence caused by illness or injury. This sick leave is earned based on one (1) sick day per month. The District retains the right to reclaim sick leave that is used but unearned.
- B. Each employee's portion of unused sick leave allowance shall accumulate from year to year as permitted by state law and current Board policy. If any changes are mandated by state law, the District shall negotiate with the Association regarding the impact of such changes. Any changes proposed by the District shall be subject to bargaining between the parties. Pay for any period of approved sick leave shall be the same as the pay for the employee's regular work.
- C. Employees employed less than a full-time shall be entitled to a proportionate part of all sick leave allowance.
- D. Any employee entitled to sick leave who is absent in excess of five (5) days, may be asked for a verification by a written statement from his/her licensed health care provider. Request for sick leave must be made to the District as early as possible, so that a substitute may be secured.
- E. An employee who sustains a personal injury or illness covered by Workers' Compensation may determine to use such Workers' Compensation payments to buy back sick leave days. The number of sick leave days to be recovered shall be calculated by dividing the employee's daily rate of pay into the total Workers' Compensation payments. The only sick leave allowed to be taken will be what the employee has accumulated.
- F. In the event of illness in the immediate family of an employee, (immediate family shall consist of husband or wife, parent, brother or sister, grandparents, children, grandchildren, spouse's parents, brother, sister, grandparents, children, grandchildren), or any other individual if living as a member of the employee's immediate household, the employee shall be granted sick leave.



- G. In case of an extended disability or illness, an employee may continue to use accrued sick leave until it has been exhausted.
- H. Association members may participate in Leave Sharing as per Board Policy. Any changes proposed by the District shall be subject to bargaining between the parties.

### **Section 11 - Conversion of Accumulated Sick Leave**

#### **A. Purpose**

The purpose is to provide for compensating school district employees for accumulated sick leave and, by so doing, to reduce employee absenteeism and increase productivity as referenced in current Board Policy. Any changes proposed by the District shall be subject to bargaining between the parties.

#### **B. Definitions**

1. "Eligible employees" shall include all persons regularly employed by the District and entitled by law, collective bargaining agreements, district policy, or individual contracts to receive sick leave.
2. The terms "full day" and "full day of sick leave" shall mean and be equivalent to one day of full-time employment for each employee as specified in that employee's normal work assignments or in applicable collective bargaining agreements, policies, or individual contracts.
3. The term "full-time daily rate of compensation" shall mean the salary of an employee for each full day of employment exclusive of supplemental pay such as extracurricular pay, overtime pay, standby pay and premium pay, and exclusive of fringe benefits such as health insurance premiums and other forms of insurance premiums.
4. The term "sick leave" shall mean leave granted to an employee for the purpose of absence from work with pay in the event of illness or injury or both.

#### **C. Annual Conversion of Accumulated Sick Leave**

1. Commencing in January of 1981 and each January thereafter, each eligible, current employee may elect to convert excess sick leave to monetary compensation as hereinafter provided for in current Board Policy. Any changes proposed by the District shall be subject to bargaining between the parties.
2. An eligible employee is one who has accumulated in excess of sixty (60) full days of unused sick leave as of the last pay period of the prior year, at a rate of not more than 12 days per year.

3. Written notice of the intent to convert unused sick leave must be provided to the District during the month of January.
4. The number of sick leave days which an eligible employee may convert shall be determined by taking the number of sick leave days in excess of sixty (60) full days that were accumulated by the employee during the previous calendar year at a rate of accumulation no greater than one full day per month of employment as provided by the leave policies of the district (a maximum of twelve days per year); and subtracting there from the number of sick leave days used by the employee during the previous calendar year. The remainder, if positive, shall constitute the number of sick leave days which may be converted to monetary compensation.
5. The number calculated in paragraph 4 above, if positive, shall be the number of sick leave days which may be converted. Monetary compensation at the rate of 25 percent (25%) of the employee's current daily rate of compensation shall be paid to the employee for each day converted. Partial days shall be compensated on a prorated basis.
6. Sick leave days converted to compensation, pursuant to paragraph 5 above, shall be deducted from the employee's accumulated sick leave.
7. Payment shall be included in the February payroll. Required federal withholding and social security deductions will be made at that time.

#### **D. Conversion of Sick Leave Upon Retirement or Death**

1. Each person employed by the District as of June 12, 1980, or thereafter and who subsequently terminates employment due to either retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused sick leave days to monetary compensation. Vested out-of-service employees who terminate employment but leave funds on deposit with a state retirement system shall not be considered to have retired or to be an eligible employee as referenced in Board Policy 3200.
2. All unused sick leave days that have been accumulated by an eligible employee at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) may be converted to monetary compensation upon the employee's termination of employment due to retirement or death.
3. "Retirement" for purposes of this policy shall mean commencing receiving a retirement allowance from a state retirement system.
4. Compensation for converted accumulated sick leave shall be paid at the rate of 25 percent (25%) of the average daily rate of compensation at the time of retirement for each day of

unused accumulated sick leave. Payment shall be made at the time the final salary warrant is issued to the employee prior to retirement.

#### **Section 12 - Bereavement Leave**

- A. Up to five (5) days of bereavement leave with pay will be granted for each occurrence of death of immediate family. Immediate family is defined as parent, brother, sister, husband, wife, son, daughter, grandparents, immediate in-laws, and former in-laws.
- B. Up to two (2) days will be granted for bereavement for a person of close personal ties.
- C. In cases where emergency factors of long distance are involved, the employee may submit a request to Human Services, in writing, for up to two (2) additional days leave.
- D. Additional leave may be taken under the terms of this policy and shall be deducted from the employee's accumulated sick leave.

#### **Section 13 - Emergency Leave**

Emergency leave without pay may be granted when an unforeseen and unavoidable crisis event of grave consequences prevents the employee from performing regular school duties. Request for emergency leave is made to the immediate supervisor with final approval by the Superintendent. Emergency leave will only be approved when other leaves in the article are not applicable. The decision to grant or deny such leave shall not be subject to the grievance procedure.

#### **Section 14 - Health Conditions**

- A. An employee who is unable to perform his duties because of disability or health condition and has exhausted his/her leave under the Family and Medical Leave Act may, upon request, be granted leave of absence without pay for the duration of the disability or health condition up to one year.
- B. Application for leave of absence for health condition shall be made in writing to the Human Services Department with a copy to the appropriate administrator.
- C. Leaves for health condition may be granted for one year at a time and may be renewed annually upon written request and approval of the Board.
- D. A leave of absence without pay of up to two (2) years may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

### **Section 15 - Maternity Leave**

To be entitled to maternity leave under this section, an employee shall inform the District thirty (30) days in advance of her intention to take leave and the approximate time she expects to return to work. This length of time will be determined by the employee's physician as a time when the employee is physically unable to perform the responsibilities of her position. The employee will then return to her job under the same uniform terms and conditions of an employee consistent with District policy on temporary disability. Employees on maternity leave may use sick leave for the duration of the leave.

### **Section 16 - Extended Maternity Leave**

Written and unwritten employment policies and practices involving matters such as the availability of extensions of leave time, the accrual of benefits and privileges, such as seniority, retirement, pension rights and other service credits and benefits and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities, in accordance with current Board Policy. Any changes proposed by the District shall be subject to bargaining between the parties.

### **Section 17 - Family Medical Leave**

- A. Eligibility: Any employee shall be eligible for Family Leave pursuant to the federal Family and Medical Leave Act (FMLA) and the Washington Family Leave Act (WFLA).
- B. Usage: Employees shall be provided twelve (12) work weeks of unpaid leave during any twelve (12) month period for any of the following reasons:
  - 1. To care for the employee's child after birth, or placement for adoption or foster care;
  - 2. To care for a member of the employee's family, as defined under FMLA who has a serious health condition; or
  - 3. For a serious health condition of the employee.
  - 4. Any other reason provided for in the FMLA or WFLA.
- C. Notification: The employee shall provide the District thirty (30) days advance notice of his/her intent to use Family Leave when the need for the leave is foreseeable.
- D. Job Benefits and Protection: The District shall insure the following provisions:

1. Maintain the employee's full insurance benefits during the duration of Family Leave. The employee is responsible to make timely payments of his/her portion of their insurance premium.
2. Grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on unpaid Medical Leave.
3. Grant the employee his/her previous or similar position upon return from Family Leave; and
4. Maintain any employee benefits that accrued prior to the start of Family Leave.

#### **Section 18 - Washington State Paid Family and Medical Leave {PFML}**

- A. Association members may be eligible to participate in Washington State Paid Family Medical Leave (PFML), as per state law.

#### **Section 19 - Parenting Leave**

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

#### **Section 20 - Military Leave**

- A. Active Duty: A leave of absence without pay shall be granted for any employee required to serve active duty in the armed forces as a result of the Selective Service Act. The employee's job will be retained as required by law.
- B. Reserves Training: Any employee who is a member of a reserve force of the United States or of this state, and who is ordered by the appropriate authorities to attend training or perform other related duties shall be granted a leave of absence with pay for one camp per calendar year.
- C. Conditions: Employees requesting such military leave must:
  1. Provide the District with a copy of their orders along with their request for military leave as soon as is practicable;
  2. Be allowed only the time stated in the orders;
  3. Accrue seniority during the period of approved military leave. A leave of absence with pay shall not be granted for training requested by an employee for personal gain in his/her military career.

### **Section 21 - Annual Leave**

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

### **Section 22 - Jury Duty and Subpoena Leave**

A leave of absence with pay shall be granted for jury duty, or when an employee is subpoenaed to appear in a court of law in an action in which the employee is not a party. Any compensation received for jury duty or for a subpoena appearance shall be kept by the employee in accordance with state law. The employee shall notify the District when notification is received to serve or appear.

### **Section 23 - Public Service Leave**

- A. Up to five (5) days of Public Service Leave may be granted each year by the Board of Directors to individuals of the Association membership who have been appointed to serve on a government committee. The purpose of this committee shall be related to their job responsibilities. Any compensation other than expenses, received for service performed on contracted days shall be remitted to the District.
- B. Any employee serving in an elected position may be granted unpaid leave when required to perform the duties of his/her elected office.

## **Section 24 - Extended Leaves of Absence**

- A. The Board agrees that employees designated by the Association may, upon request, be granted a leave of absence without pay for up to two (2) years, per request, for the purposes of engaging in activities of the Association or its affiliates.
  
- B. A leave of absence without pay for up to one (1) year may be granted at the discretion of the District.
  - 1. An employee may make application for such leave following five (5) consecutive years of employment with the District.
  
  - 2. Applicant must indicate in the written application the specific benefit of the leave to the District.
  
  - 3. The employee shall provide thirty (30) days written advance notice of intent to return to active status. The employee shall retain accrued sick leave, earned vacation rights and seniority rights while on leave of absence. Vacation credits, sick leave and seniority shall not accrue while the employee is on a leave of absence.
  
  - 4. Employees returning from leave within one (1) year shall be returned to their former positions or to a position equal in duties and wages. Employees returning after more than one (1) year will be assigned to a position in the general job classification similar to that occupied before the leave of absence.

## **Section 25 - Fringe Benefits**

### **A. School Employees Benefit Board (SEBB) Program:**

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

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

- 1. Basic Life and accidental death and dismemberment insurance (AD&D)
- 2. Basic Long-term Disability
- 3. Vision
- 4. Dental (which may include orthodontia)
- 5. Medical Plan

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

**B. Eligibility:**

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

**C. Paid Leave:**

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

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

**D. Benefit Enrollment/Start:**

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

Should an employee who previously was not expected to be eligible for benefits under SEBB, work 630 hours in one year, the employee will become eligible for benefits to begin the month after the district confirms the employee has attained 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive years, the employee will have met the two-year lookback provision under SEBB and therefore will be eligible for benefits under SEBB unless there is a change in work schedule and the district no longer anticipates the employee will work 630 hours during the school year at which point benefits end the last day of the month in which the change is effective.

**E. Continuity of Coverage:**

New employees previously employed by a SEBB employer and eligible for SEBB coverage will transfer benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility



criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

**F. Benefit Termination/End:**

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

**G. Voluntary Employee Benefit Accounts (VEBA):**

"Employees are eligible to participate in a VEBA medical reimbursement plan (the "Plan") pursuant to RCW 28A.400.210. Group participation in the Plan shall be optional, but shall be based on the outcome of a bargaining unit vote or decision made annually by the Association. Evidence of this vote of decision shall be the annual VEBA Plan Memorandum of Understanding form signed by a representative of the Association. The parties shall attempt to complete this process by February of each fiscal year.

The District agrees to make payments to the Plan in accordance with the options selected by the unit members for that fiscal year. Payments to the Plan shall be made on behalf of all employees who have excess sick, vacation or annual leave that may be converted to a cash payment under law and this Agreement. Payments to the Plan shall be at the conversion value of the leave to an individual account of each eligible employee. The Association also has the option to do a group decision relative to monthly contributions to the VEBA plan.

Employees shall be required to complete enrollment forms and submit them to the District office, including hold-harmless agreement complying with state law. If an eligible employee fails to complete the applicable forms s/he may not participate in the Plan for the term of the VEBA MOU then in effect; and shall forfeit the right to accrue additional leave or cash out any excess leave covered by the MOU during its term.

**Section 26 - Wages**

- A. Rate of Pay:** Each employee shall be paid at the appropriate rate of pay for his/her job classification for all work done as stipulated in Appendix A - Hourly Salary Schedule and Appendix B - Classification Description except when an employee performs work in a classification that pays higher than the employee's regular classification, in which case, the employee shall be paid at the higher job classification in which they are assigned or approved by the Department Director.
- B.** For an employee hired into a posted position in a different classification, the employee will be placed on the salary schedule at the Step which provides for their years of service within the unit.
- C.** New employees may be credited for previous relevant experience within the job description, with initial step placement up to step 6 on the wage schedule.
- D. Wage Advancement:** Experience step raises shall be assessed annually on September 1. Employees move one experience step per year on the wage schedule. Employees having less than

ninety (90) days of service experience on September 1 shall wait until the following September to advance to the next step.

- E. Employees who work a swing shift starting at 2:00 PM or later shall receive an additional 4% to the employee's current salary schedule placement. This shall not apply to shifts during Spring, Summer or Winter Break, or to temporary shift changes due to emergencies.
- F. **Fair Labor Standards Act:** All work performed within the District and covered by this Agreement shall concur with the Fair Labor Standards Act.
- G. Annual Salary Inflationary increases as provided by the state legislature will be passed through to the bargaining unit and applied to all cells of the salary schedule for the duration of this contract.
- H. In 2021-2022, .5% shall be applied to all cells of the wage schedule in addition to the annual inflationary increase (IPD).

#### **Section 27 - Work Hours and Working Regulations**

- A. The normal work week shall be considered to be Monday through Friday beginning with the day shift.
  - 1. **Regular pay** will be paid for eight (8) hours per day - forty (40) hours per week.
  - 2. **Overtime pay** will be paid at the rate of one and one half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) in any workday or forty (40) hours in any given work week.
  - 3. **Double time** will be paid for all Sunday work.
  - 4. **Triple time (3)** will be paid for all work performed on holidays.
  - 5. Snow plowing pay will be paid at the appropriate rate (Note items 2, 3, or 4 above) any time snow is plowed other than on the employee's regular scheduled work shift.

When a snow event has been declared by the District and an employee has been called in, snow plowing pay will be paid at the appropriate overtime rate (Note items 2, 3, or 4 above) anytime other than the regular scheduled shift. Should the snow plowing duties for the called in employee go into the regular scheduled shift the overtime rate will apply. Snow plowing duties include parking lot snow removal, sanding district parking lots, playground snow removal, de-ice deliveries, snow equipment deliveries, and other snow duties as assigned.

- 6. All employees covered under this contract who are called back to work by a supervisor or security service will receive the appropriate overtime pay for a minimum of two (2) hours

and are required to show documentation on their time card in the remarks section. Time will be documented from the time the employee begins his/her return to work until the employee arrives at the work site, and the employee shall be paid for this time, plus the same amount of time for travel from the work site.

- B. Supervisory personnel shall divide overtime equally among employees qualified to perform the tasks required.
- C. Training for Association members which is required by or requested in writing by the District shall be at the District's time and expense and with no additional costs incurred by the employee.
- D. Mechanics may be used to drive bus routes or trips only in emergency situations. An "emergency situation" is defined as one where no regular or substitute driver is available. Payment of overtime or call back to regular or substitute drivers shall not be considered to be an "emergency situation." When mechanics must be used to drive bus routes or trips, they will be selected on a rotating basis. If the rotation cannot be kept, all reasonable efforts shall be made to achieve equitable distribution of driving obligations.
- E. The normal work shift shall consist of eight and one half (8-1/2) hours for eight (8) hours compensation including a thirty (30) minute unpaid, uninterrupted lunch period to be scheduled by the appropriate supervisor as near the middle of the shift as is practical; and also includes an uninterrupted fifteen (15) minute first half rest break and a fifteen (15) minute second half rest break. Employees working at multiple job sites shall take their breaks at the site at which they are working prior to break time. Interruptions to lunch breaks may be made if the supervisor determines that an emergency merits such interruptions.
- F. Employees working more than five (5) hours but less than eight (8) hours shall receive a fifteen (15) minute rest break in each of the first and second segments of the shift and shall also receive a thirty (30) minute unpaid, uninterrupted lunch break during the appropriate midpoint of their shift. Interruptions to lunch breaks may be made if the supervisor determines that an emergency merits such interruptions.
- G. When a scheduled rest break is unachievable, "mini" rest breaks may be taken instead of a scheduled fifteen (15) minute rest break. These "mini" rest breaks must total at least fifteen (15) minutes over a three (3) hour period.
- H. The parties agree that the contents of job descriptions and classification titles shall not be subject to bargaining, but that the two (2) parties shall meet and confer on matters relating to job descriptions, job titles, etc., in labor/management meetings as provided for in this Agreement. Any and all decisions regarding the contents of job descriptions and classification titles shall not be subject to the grievance procedure.

The following process shall apply for reclassification requests. Reclassification is the advancement from one salary level within a department to another, for example, Level III Maintenance to Level

IV.

1. The employee shall prepare a written request for job specification review, which includes:
    - a) Current job description.
    - b) Current duties not included in current job description.
    - c) Explanation of time distribution.
    - d) Employee statement as to how "new" duties and responsibilities qualify for new classification level.
  2. The reclassification proposal shall be submitted to the personnel office. A decision from the District shall be provided to the employee within thirty (30) days.
- I. A natural disaster (i.e., Mt. St. Helens, etc.), which results in a state of emergency being declared by a county, state, or federal official authorized to do so and which prevents employees from meeting their appointed duties will not constitute loss of vacation, personal leave, sick leave, or pay.
- J. The following schedule and rules will apply on a year round basis except for provisions found in Section 25, Letter F:
1. Day shift 1      6:00 a.m. - 2:30 p.m.  
Day shift 2      7:00 a.m. - 3:30 p.m.  
Day shift 3      7:30 a.m. - 4:00 p.m.
  2. Mid shift 1      8:00 a.m. - 4:30 p.m.  
Mid shift 2      9:00 a.m. - 5:30 p.m.  
Mid shift 3      11:00 a.m. - 7:30 p.m.
  3. Swing shift      2:00 p.m. - 10:30 p.m.  
Swing shift      3:00 p.m. - 11:30 p.m.
4. Shifts for individual positions will be included in initial job postings.
  5. Short term changes to work shift hours may be mutually agreed upon in writing by the supervisor and the employee. (Short term changes may last up to thirty (30) consecutive working days) Shift differentials do not apply to short term changes.
  6. Long term changes to work shift hours (changing from one shift to another): Employee and supervisor need to agree to change and put the change in writing and submit to Human Resources via an online PAF.

7. Long term changes to work shift (deviation from shifts listed above): Employee and supervisor need to agree to change and document the change in writing on a Memo of Understanding (MOU) and submit for review and approval at a labor/management meeting. Upon approval by labor/management, submit the change to the Human Resources department via an online PAF. These changes would be reviewed at least annually at a labor/management meeting.
- K. Employees wanting to work a four day work week (40 working hours per week) during Spring and Summer breaks are subject to the following criteria:
1. Individuals interested, should notify their immediate supervisor in writing, no later than March 1st for Spring break, and May 1st for Summer break.
  2. Time: Beginning the first full week after school is out for summer and ending the week of the start of school, with the exception of computer technicians who will return to the regular schedule 2 weeks prior to the beginning of school as well as ensuring that mechanics maintain two people on shift at all times.
  3. The non-work day shall be mutually agreed upon on a district-wide basis to ensure that the District's needs are met.
  4. Employees will be paid overtime for all work hours in excess of ten (10) in any given day or in excess of forty (40) in any given week.
  5. The two fifteen (15) minute rest breaks and the one thirty (30) minute lunch period will be observed for the ten (10) hour shift.
  6. The parties agree that, for employees on a four-day work week, the provisions set forth in Article III, Section 25 A.1 , A.2, are amended as provided for in the sub-section.
  7. The District retains the right to determine variances for individuals or for groups of employees from the work week described in this subsection if conditions so warrant.
- L. Employees on the Grounds crew shall vote on their preferred summer shift length and time.
1. Grounds Crews shall vote between a choice of:
    - a) 6am – 4:30pm (4 – 10s)
    - b) 6am - 2:30pm (5 - 8s)
    - c) 7am - 3:30pm (5 - 8s)
  2. The vote shall be anonymous and can be by electronic survey or paper ballot.
  3. The majority vote shall prevail. In the event of a tie, the foreman will be the tie breaker.

4. Once a shift has been selected, there will be no shift changes for the remainder of the summer. In unique cases, if an employee needs a schedule change they may make the request to their supervisor to find a resolution.
- 
- M. When the outdoor air quality is at an unhealthy level (151 air quality index) as determined by the Spokane Regional Clean Air Agency, the District will find alternative indoor work at the school site unless circumstances demand work to be completed outside. In these instances, working with the supervisor of the department, employees will rotate outside duties on a day to day basis. The District will provide the appropriate and necessary PPE devices for work to be completed outside in these conditions.
  - N. When the actual heat index is 95 F or higher, outdoor activity should be altered using the following guidelines:
    1. A designated cooling station will be provided. Employees shall work no more than a maximum of two (2) hours before taking a mini "cooling" break.
    2. Shifts may be adjusted (according to local noise ordinances) to plan outdoor work during cooler times of the day.

#### **Section 28 - Tools**

- A. Tools required in the performance of duties that have been determined by the District to have been stolen, worn out, or broken, shall be replaced by the District. Employees who are required to use such tools in the performance of their duties shall furnish the District an annual tool inventory and update such inventory each September. Tools replaced by the District shall be of equal quality.

#### **Section 29 - Stipends and Other Compensation**

- A. Clothing Allowance

The District will budget \$100.00 per employee annually to be applied towards Mead School District Logo wear selected from the District provided catalog. Employees shall be responsible for routine maintenance of their work wear.

All new hires shall receive a \$200.00 new employee clothing stipend. However, if an employee is terminated from employment prior to the completion of the probationary period, this \$200.00 new hire clothing allowance will be deducted from the employee's final pay check.

- B. The District will provide any required PPE (Personal Protective Equipment).

**Section 30 – Monitoring Systems**

**A. Definitions**

1. Triggering Event – Is defined as a citation, theft, accident, or other reports of inappropriate behavior or activity

**B. The use of monitoring systems (for example, video, GPS, etc) in District operated facilities and vehicles is intended primarily for the purpose of safety and security of students and staff and may be utilized by the supervising administrator under Article III, Section 25-C.**

1. In the case of a triggering event, the data may also be used as evidence during an investigation that could lead to employee counseling, behavior redirection or disciplinary action.
2. In the event of use of monitoring systems for evaluative purposes or an investigation, the employee and their MCTA representative may view the recording(s) at a set time and designated location.
3. In order to maintain confidentiality during an investigation as a result of a triggering event or when used in evaluation per Article III, Section 25, only the minimum number of supervising administrators, HR, IT, or Security staff will manage the retrieval, storage and viewing of such information.

**C. Employees will be informed of the use of such systems and their purpose.**

**Section 31 - No Strike/No Lockout**

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

**Section 32 - Substitute Employees**

- A. A substitute employee who works at least twenty (20) consecutive days or thirty (30) days in a year will be deemed a member of the bargaining unit, and shall be covered by all the provisions of this agreement except Article III, Sections 2, 3, 6 and 24.
- B. Substitute pay will be according the rate specified in Appendix A - Hourly Salary Schedule.

**Section 33 - Temporary Employees**

- A. A temporary employee shall be defined as one who is hired for a seasonal or short-term job position not lasting more than one (1) calendar year without the mutual agreement of the parties.

A temporary employee who works more than ninety (90) working days/720 hours or more will be covered by all the provisions of this agreement except Article III, Sections 2, 3, and 6.

- B. A summer Temporary employee shall be defined as those who are hired for a limited period of time in the summer to provide assistance to MCTA members. Summer Temporary employees who work ninety (90) days or less working days shall not be members of the Association and shall not be subject to any provisions of this agreement.

**Section 34 - Reimbursement**

A. Travel

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

B. Licenses and Certificates

The District agrees to pay for renewal fees for CDL and other licenses and/or certificates required for employees in the performance of their duties (not including standard driver's licenses). The District also agrees to pay for course fees necessary to renew the required license(s) and/or certificate(s).

**Section 35 - Employee Evaluation**

- A. An employee in this bargaining unit will have one evaluation per school year unless he/she is having performance problems. Evaluations will be completed only on the negotiated form, Appendix B. Evaluations will be completed by August 31st. The employee has the right to attach comments to any evaluation report.

- B. The evaluator will be the employee's immediate supervisor unless otherwise designated in writing.

- C. Any formal observations conducted to assist in the evaluation process will be done openly and with full knowledge of the employee. All mechanical and/or electronic monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. No evaluation or other such report shall be placed in an employee's file without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

- D. Criteria for evaluation will be as follows:

|                    |  |
|--------------------|--|
| Satisfactory:      | An employee's performance meets the specific job requirements.   |
| Needs Improvement: | May be used to notify an employee that his/her performance must improve in order to avoid an unsatisfactory rating on a subsequent evaluation. |



|                        |   |
|------------------------|---|
| <b>Unsatisfactory:</b> | <b>An employee's performance does not meet the specific job requirements.</b> |
|------------------------|---|

- E. An employee whose overall performance appraisal is unsatisfactory may be put on probation for performance deficiencies. The employee will be given specific written reasons for being placed on probation. The District, with input from the employee and the Association, will provide a plan for improvement and will provide the necessary help to assist the employee in his/her improvement. He/she shall be given a minimum of thirty (30) working days following the presentation of the plan for improvement in which to improve his/her performance before a final determination is made as to the outcome of the probation. The absence of any unsatisfactory marks in the reevaluation will constitute the end of the probationary period. Probation may not be extended beyond forty-five (45) working days without formal reevaluation. Unsatisfactory marks at the end of the probationary period shall constitute just and sufficient cause for termination.

**Section 36 – Civility in the Workplace**

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

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

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this article is to provide a process and the procedures for the resolution of problems and disputes arising from the interpretation or implementation of this Agreement.

### **B. Principles:** The following principles are to be applied to the grievance procedures:

1. The parties agree that issues should be resolved at the lowest possible level. Emphasis shall be placed on attempting to reach agreement in the Informal Phase.
2. The parties agree that because scheduling meetings is sometimes difficult and attempting to solve problems sometimes takes time, the time frames stated in this procedure may be modified by written agreement of the Association and the District.
3. The parties agree that employees may be represented at every level of this procedure by an authorized Association representative who need not be an employee of the District.

### **C. Definitions:** The following definitions will be used in the grievance procedures:

1. "Grievant" shall mean a classified employee or group of classified employees or the Association.
2. "Grievance" is defined as an alleged violation of a specific term or terms of this Agreement or a dispute regarding an interpretation of the specific terms of this Agreement. All grievances shall contain a complete statement of the disagreement, the basis for the disagreement and the specific contract provision which is alleged violated.
3. "Days" shall mean employment days.

### **D. Procedure Details**

All grievances must be submitted by the grievant within twenty (20) days after the occurrence of the grievance in either the Informal Phase or Formal Phase in writing to the immediate supervisor.

1. Informal Phase - Grievant raises issue with immediate supervisor

The parties acknowledge that it is most desirable for the grievant and his/her immediate supervisor to resolve problems through free and informal communications. The grievant may save time at this level by stating clearly the specific section(s) of the Collective Bargaining Agreement that there has (have) been a perceived violation. Failure to achieve a satisfactory settlement at this meeting allows the grievant the option, within five (5) days, to move into the formal phase.

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

- Step 1:** The immediate supervisor will arrange for a meeting to discuss the issues raised in the grievance form. In any case, a written decision from the supervisor shall be issued within five (5) days after receipt of the written grievance. The immediate supervisor may determine if the issue of the grievance has District-wide implications and may refer the matter directly to Step 2 without a decision. Within five (5) days of an unsatisfactory response at Step 1, or failure to resolve the dispute at Step 1, or failure of the supervisor to respond within the time limits of Step 1, allows the grievant to move to Step 2.
- Step 2:** Upon receipt of the grievance to Step 2, the superintendent, or his designee, shall arrange for a meeting to take place within ten (10) days. A written decision shall be issued within seven (7) days after the meeting. If the grievance has not been resolved in Step 2, or if no decision has been rendered within seven (7) days after presentation of the grievance in Step 2, the grievance may be moved either to the Board Option, or the Mediation Option, or to the Arbitration Phase. The conditions under which the grievance may go into each of these three (3) options are stated within the options.

**Board Option**

If, in the opinion of the superintendent or his designee, the grievance should be heard by the Board, it shall be presented at the next regularly scheduled Board meeting. A written decision shall be issued within seven (7) days after the meeting.

**Mediation Option**

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

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

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

### **Arbitration Phase**

If the grievance has not been resolved at step 2, or if the grievance is not resolved through the Board option, or the mediation option, the Association may submit the grievance to binding arbitration within seven (7) days of receipt of the Board's written decision or the mediation conference, whichever occurs last. In that event, the grievance shall be heard by a neutral third party who shall render a binding decision on both parties.

- A. Within ten (10) days after such a written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of fifteen (15) arbitrators may be made to the FMCS or American Arbitration Association by either party. Such request shall indicate a preference for local arbitrators.
- B. The arbitrator shall be selected from the list of eligible candidates by superintendent or his designee and the grievant alternately striking names until only one (1) remains. The party to strike first will be determined by a toss of the coin.


- C. The time frame for the arbitration hearing shall be agreed by with all parties or made by the arbitrator if agreement cannot be reached.
- D. The arbitrator shall have no power or authority to rule on any issue not specifically before him/her or on any issue excluded from the grievance procedure by the terms of this agreement. The parties shall not present any issue to the arbitrator and the arbitrator shall have no jurisdiction to rule on any matter which has not been specifically included within the grievance as presented in the Formal Phase Step 1. The arbitrator shall not have any authority to decide any subject not specifically set forth in the express terms of this Agreement, nor shall he/she decide any subject not expressly contemplated by the terms of this Agreement. The arbitrator shall make a written report of his/her findings and decisions to both parties. To the extent any arbitrator's decision exceeds the limitations of his/her authority, it shall be null and void, and unenforceable.
- E. The expense of arbitration shall be shared equally by the parties. However, if the arbitrator determines that the grievance or the responding party's response is frivolous or without merit, or in blatant violation of clear and unambiguous terms of this Agreement, then the arbitrator shall order as part of his/her award full payment of American Arbitration Association fees and the arbitrator's charged fees and expenses by the offending party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

## ARTICLE V - DURATION OF AGREEMENT

- A. This Agreement becomes effective upon ratification by both parties and will extend from September 1, 2021 through August 31, 2023.
- B. All wage increases shall be retroactive to September 1, 2021.
- C. This Agreement shall not be extended orally.
- D. This Agreement may be reopened for amendment at any time during the term of the Agreement by mutual consent of both parties. Request(s) for such change(s) by either party must be in writing and must include a summary of the proposed change(s).
- E. Renewal: The parties shall mutually determine schedules for negotiation prior to the end of the contract. Negotiations shall be in compliance with appropriate statutes.


IN WITNESS HEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT THIS \_\_\_\_\_ day of February, 2022

Mead Combined Trades Association:

  
\_\_\_\_\_  
Association President

2/10/2022  
\_\_\_\_\_  
Date

Mead School District:

  
\_\_\_\_\_  
Superintendent

2/9/22  
\_\_\_\_\_  
Date

## APPENDIX A - WAGE SCHEDULES

### MCTA Combined Trades Association (MCTA) Salary Schedule 2021-2022

| Job Category    | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 |
|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Journey Level 2 | \$30.96 | \$31.34 | \$31.74 | \$32.12 | \$32.53 | \$32.94 | \$33.36 | \$33.77 | \$34.19 | \$34.62 |
| J2 Foreman      | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| Journey Level   | \$26.67 | \$27.08 | \$27.49 | \$27.89 | \$28.31 | \$28.74 | \$29.17 | \$29.61 | \$30.04 | \$30.49 |
| J1 Foreman      | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| General Level 2 | \$23.92 | \$24.28 | \$24.64 | \$25.02 | \$25.40 | \$25.77 | \$26.16 | \$26.56 | \$26.96 | \$27.35 |
| G2 Foreman      | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00  |
| General Level   | \$20.45 | \$20.99 | \$21.55 | \$22.13 | \$22.71 | \$23.13 | \$23.58 | \$24.03 | \$24.49 | \$24.96 |
| Fleet Mechanic  | \$28.39 | \$28.69 | \$28.97 | \$29.26 | \$29.55 | \$29.85 | \$30.16 | \$30.44 | \$30.76 | \$31.06 |
| Mechanic Level  | \$20.95 | \$21.27 | \$21.58 | \$21.90 | \$22.24 | \$22.56 | \$22.91 | \$23.25 | \$23.60 | \$23.95 |
| Technician 2    | \$24.69 | \$25.07 | \$25.45 | \$25.82 | \$26.21 | \$26.61 | \$27.01 | \$27.40 | \$27.82 | \$28.24 |
| Technician 1    | \$13.34 | \$13.53 | \$13.74 | \$13.94 | \$14.16 | \$14.36 | \$14.58 | \$14.80 | \$15.03 | \$15.25 |

| Job Category    | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 | Step 16 | Step 17 | Step 18 | Step 19 | Step 20 |
|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Journey Level 2 | \$35.07 | \$35.51 | \$35.95 | \$36.40 | \$36.86 | \$37.31 | \$37.78 | \$38.25 | \$38.73 | \$39.22 |
| J2 Foreman      | \$36.81 | \$37.27 | \$37.75 | \$38.22 | \$38.70 | \$39.18 | \$39.67 | \$40.16 | \$40.67 | \$41.17 |
| Journey Level   | \$30.96 | \$31.43 | \$31.90 | \$32.38 | \$32.87 | \$33.36 | \$33.87 | \$34.37 | \$34.88 | \$35.40 |
| J1 Foreman      | \$32.50 | \$32.99 | \$33.50 | \$34.00 | \$34.51 | \$35.02 | \$35.56 | \$36.09 | \$36.63 | \$37.18 |
| General Level 2 | \$27.76 | \$28.18 | \$28.61 | \$29.03 | \$29.46 | \$29.90 | \$30.35 | \$30.81 | \$31.27 | \$31.74 |
| G2 Foreman      | \$29.15 | \$29.58 | \$30.02 | \$30.47 | \$30.93 | \$31.40 | \$31.87 | \$32.35 | \$32.84 | \$33.33 |
| General Level   | \$25.26 | \$25.58 | \$25.91 | \$26.22 | \$26.56 | \$26.88 | \$27.22 | \$27.57 | \$27.90 | \$28.26 |
| Fleet Mechanic  | \$31.38 | \$31.68 | \$32.00 | \$32.33 | \$32.64 | \$32.97 | \$33.30 | \$33.63 | \$33.98 | \$34.32 |
| Mechanic Level  | \$24.32 | \$24.67 | \$25.05 | \$25.43 | \$25.80 | \$26.19 | \$26.59 | \$26.99 | \$27.38 | \$27.80 |
| Technician 2    | \$28.67 | \$29.10 | \$29.52 | \$29.97 | \$30.42 | \$30.88 | \$31.34 | \$31.82 | \$32.30 | \$32.77 |
| Technician 1    | \$15.48 | \$15.70 | \$15.95 | \$16.17 | \$16.42 | \$16.67 | \$16.91 | \$17.17 | \$17.43 | \$17.69 |

## APPENDIX B - CLASSIFICATION DESCRIPTIONS

- A. **General Level:** A general level employee is a general maintenance worker with primary skills in grounds work and general maintenance skills in other trade areas. General Level employees may assist with the duties of a General Level 2 as directed.
- B. **General Level 2:** A general level 2 employee is a general maintenance worker with primary duties in one or more of the following described areas: irrigation, pesticide applicator license (both maintains and uses), pruning/hedge trimming, field painting and line striping, certified playground equipment inspection and/or mid-level building maintenance skills in other trade areas.
- C. **Journey Level:** A journey level employee is a skilled maintenance worker with advanced level skills in one or more of the following described areas: Carpentry, Painting, Roofing, Locksmith, or General Building Maintenance.
- D. **Journey Level 2:** A journey level 2 employee is an HVAC/Refrigeration Technician, Electrician or Plumber that has advanced journey level skills and has completed an educational program or licensing program.
- E. **Mechanic:** A mechanic classification includes employees that have general mechanic duties on small gas engines and routine motor pool maintenance.
- F. **Fleet Mechanic:** Fleet mechanic is an employee with advanced level diesel mechanic training and experience whose primary duties are maintenance and repair of the district's school bus fleet. This position requires advanced journey level skills and completion of an educational or licensing program.
- G. **Technician 1:** A technician 1 employee duties include basic computer workstation technician duties. It may also include seasonal (summer) work to assist full-time regular employees (i.e. students or temporary assignment).
- H. **Technician 2:** Technician 2 positions require a higher level of computer knowledge than Technician 1 employees and may include diagnosis of computer problems, rebuilding computer systems and working on minor network issues.
- I. **Foreman:** Foreman positions shall be considered at least Journey level classification for salary schedule placement purposes. Foreman positions and pay may be suspended in the event of financial emergencies, including levy loss, reduction in state funding, or enrollment decline. In these cases, individuals in the Foreman positions will be returned to their former position and pay schedule, inclusive of any seniority accrued as Foreman.



**APPENDIX C - EVALUATION FORM MEAD SCHOOL DISTRICT**

**MCTA PERSONNEL PERFORMANCE EVALUATION FORM**

NAME \_\_\_\_\_ PERIOD OF REPORT \_\_\_\_\_

(Last) (First) (M)

Type of Evaluation: \_\_\_\_\_ Annual \_\_\_\_\_ Probation \_\_\_\_\_ Other

Date \_\_\_\_\_

Work Site/Department \_\_\_\_\_ Job Title \_\_\_\_\_

\*\*\*\*\*

---

**1) JOB KNOWLEDGE:**

Displays necessary knowledge and skills

---

**2) COMMUNICATION:**

Carries out instructions; Expresses self clearly

---

**3) ADAPTABILITY:**

Demonstrates flexibility

---

**4) QUALITY OF WORK:**

Reflects neatness and thoroughness of work

---

**5) HUMAN RELATIONS:**

Is cooperative and considerate to others

---

**6) DEPENDABILITY:**

Is reliable and conscientious

---

**7) DECISION MAKING/JUDGEMENT/INITIATIVE:**

Evaluates alternatives; makes decisions based on policies and procedures;  
Self-motivated to initiate action

---

**OVERALL PROFESSIONAL APPRAISAL**

**Evaluator's Comments:** \_\_\_\_\_

**Employee's Comments:** \_\_\_\_\_

**Evaluator's Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

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

**Date** \_\_\_\_\_

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

## **APPENDIX D – DEFINITIONS**

### **FOR USE IN THIS CONTRACT**

- A. **CALL BACKS:** A call back is when an employee has left Mead School District property and is then called to return to work with no prior notice.
- B. **DESIGNATED WORK SITES:** Refers to the primary work areas of Maintenance, Mechanics, Computer or Warehouse personnel.
- C. **OVERTIME:** Overtime occurs in a five day work format when an employee works in excess of eight (8) hours in any workday or forty (40) hours in a work week, In a four day work format, overtime occurs when a employee works in excess often (10) hours in any work day or forty (40) hours in a work week.
- D. **SUBSTITUTE:** Refers to an employee who is hired to replace a current regular employee on an approved leave.
- E. **TEMPORARY:** Refers to an employee who is hired for a seasonal or short term job position; such position shall not last more than one (1) calendar year without the mutual agreement of the parties.

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

**MEAD SCHOOL DISTRICT/MCTA**

**(This section to be completed by the grievant to initiate the Formal Phase of grievance procedure)**

**Grievant Name:**

\_\_\_\_\_

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

**Work Site:** \_\_\_\_\_

**Assignment:** \_\_\_\_\_

**Statement of incident including pertinent dates:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Specific Article, Section(s), and Subsection of contract violation:**

\_\_\_\_\_

\_\_\_\_\_

**Perception of violation:**

\_\_\_\_\_

\_\_\_\_\_

**Relief Sought:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(This sections to be completed by Supervisor in response to Formal Phase, Step 1)**

**Disposition by supervisor at Formal Phase, Step 1:**

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

**Grievant must check one box only and sign)**

- I accept the terms of the disposition by the supervisor at Formal Phase Step 1.**
- I reject the terms of the disposition by the supervisor at Formal Phase, Step 1 and choose to appeal to Formal Phase, Step 2.**

**Signature of Grievant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**APPENDIX F - FORMAL GRIEVANCE REPORT FORM STEP 2**

**MEAD SCHOOL DISTRICT/MCTA**

**(This section to be completed by the grievant to initiate the Formal Phase Step 2 of grievance procedure)**

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

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

**(Please attach a copy of the Formal Grievance Report Form Step1)**

**(This section to be completed by Superintendent's designee in response to Formal Phase, Step 2)**

**Disposition by Superintendent's designee at Formal Phase, Step 2:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature of Superintendent's Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(Grievant must check one box only and sign)**

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

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

**Signature of Grievant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Upon completion of this form, cc: grievant, Assoc. president, Superintendent's designee**

## **APPENDIX G - JUST CAUSE**

It is commonly accepted that there are seven (7) tests as to whether an employer has used "just cause" in determining whether the District had proper reason to discipline an employee.

1. Was the employee warned of the consequences of their conduct?
2. Was the employer's rule or order reasonably related to efficient and safe operations?
3. Did management investigate before administering the discipline?
4. Was the investigation fair and objective?
5. Did the investigation produce substantial evidence or proof of guilt?
6. Were the rules, orders, and penalties applied evenhandedly and without
7. Was the penalty reasonably related to the seriousness of the offense and the past record of the employee?

## APPENDIX H - MCTA and DISTRICT CLARIFICATION of DUTIES

| Issue                                    | Maintenance Responsibilities   |
|--|--|
| Courtyards                               | All mowing, weeding, trimming  |
| De-Icing                                 | Areas other than walkways and entrances; All areas in Emergency  |
| Snaking Toilets                          | Plumbers   |
| Maintaining Fence Line and Other Borders | Trimming weeds and grass   |
| Equipment Maintenance                    | Changing pigtails/cords; Using tools to clean out extractor jets; Fixing broken snow blowers to include shear pins |
| Grounds                                  | Weeding, mowing, trimming  |
| Pencil sharpeners/Flag Brackets          | Requiring additional tools; Assist in big installation   |
| Painting                                 | All painting unless approved by Director and Painter   |
| Play Area Maintenance                    | Assessing area for equipment issues and appropriate pea gravel depth   |
| Asphalt and Parking Lot                  | Routing maintenance  |
| Snow Removal                             | All areas other than sidewalks   |
| Sidewalk Cleaning                        | n/a  |
| Locker Repair and Combos                 | Repair and maintenance requiring new pins, welding, and use of maintenance tools                                   |
| Sawdust Hoppers                          | n/a  |
| Fire Hydrant Access                      | Maintenance  |
| Warehouse                                | Delivery of large items, pulling orders, inventory, moving food when a freezer breaks                              |



## LETTER OF AGREEMENT/AMENDMENT OF PERC STIPULATIONS

Between  
the Mead School District and  
the Mead Classified Public Employees Association (MCPEA) and  
the Mead Combined Trades Association (MCTA)

The parties were part of a combined unit comprised of custodians and combined trade employees represented by MCPEA until the PERC order of July 6, 2011, authorized a separation of the two groups. The parties filed eight stipulations with PERC that grant the right to, per Stipulation 7, amend or modify by a written instrument signed by or on behalf of all affected parties or their successors, any or all of the eight stipulations.


This Letter of Agreement by and between all the parties specifically replaces Stipulation 4. This Letter of Agreement is intended to clearly set forth procedures and guidelines that will be followed. This Letter of Agreement replaces all agreements regarding permanent and temporary transfer of employees from MCPEA to MCTA.

1. A permanent fulltime General Maintenance position within the bargaining unit of the MCTA shall be created, posted, and filled in accordance to the relevant provisions of the MCTA Collective Bargaining Agreement.
2. If the position is filled with a current member of either the MCTA or MCPEA bargaining units, that person shall serve a probationary period of twenty (20) working days, and the District reserves the right to extend the probation period by ten (10) additional working days. If a current MCPEA unit member is chosen, and if the MCPEA unit member or the District determines, during this probationary period, that the MCPEA unit member will not continue in the MCTA position, then the MCPEA unit member will return to their MCPEA unit position without loss of MCPEA unit seniority.
3. If a MCPEA unit member is chosen and remains in the fulltime position following the probationary period referenced in item #2, he/she forfeits all MCPEA unit seniority rights should he/she return to employment as a member of MCPEA unit in the future. His/her district years of experience will, however, be retained should he/she, in the future, return as a member of MCPEA unit.
4. Effective November 1, 2014, MCPEA unit members will not be permitted to transfer into future MCTA unit temporary and permanent positions.
5. If a MCPEA unit member is chosen and remains in the MCTA unit fulltime position following the probationary period referenced in item #2, he/she will retain his/her district years of experience but his/her MCTA unit seniority will be based solely on permanent hiring time in the MCTA unit.

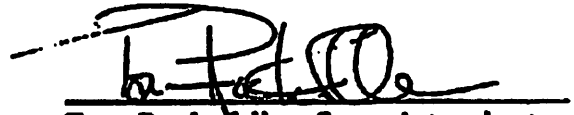
6. MCPEA unit members, who are qualified, will be granted second consideration rights for future MCTA fulltime permanent openings.
7. If a MCPEA unit member is chosen and remains in the MCTA unit fulltime position following the probationary period referenced in item #2, he/she will retain/carryover to the MCTA unit his/her vacation, annual leave and sick leave balances.

All other stipulations in the PERC Stipulations will remain in full force and effect. The provisions of this Letter of Agreement shall take effect upon ratification by the respective parties.


Dated: March 25, 2014



**Kenneth Bolles, President  
Mead Classified Public Employees Association**



**Tom Rockefeller, Superintendent  
Mead School District #354**



**~~Rich Torchio, President~~  
Mead Combined Trades Association**

*Chae Brynton*

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