Article 4 EVALUATION AND PERSONNEL FILES

§ 4.8 Personnel Files

§ 4.8.2 Supervisors may establish and maintain confidential working files for their employees. No clerical or administrative staff are authorized to access these working files. Supervisors' working files shall include only information directly related to employee work performance. Performance-related supervisor notes and correspondence not placed into an employee's official personnel file should be destroyed within five years of their creation date.

Support

NOTE: This would require the remainder of Article 4.8 be renumbered Article 4.8.3 through Article 4.8.8.

Article 7 PAY AND ALLOWANCES

§ 7.1 Rate of Pay

§ 7.1.1 The District and SEIU agree that the 2018-19 classified salary schedule will reflect a 1.56% 5.96% (3.17% + 2.71% compounded) negotiated increase from the 2016-17 salary schedule.

In addition, a one-time, off-schedule payment, equivalent to the calculated amount the employee would have received from a 3.17% 1.56% increase from 7/1/17 through 6/30/18, will be paid to classified employees meeting one of the following requirements:

- 1. For fiscal year 2017-18, they were a unit member whose position was in the unit as of 6/30/17 and are in the unit employed as of 7/5/18, will be paid on the 7/31/18 pay date.
- 2. For the fiscal year 2017-19, they were a unit member who retired from the District during that year and remain a District retiree as of 7/5/18 on the 7/31/18 pay date.

Article 9 HEALTH AND WELFARE BENEFITS

§ 9.1.2 For full-time, 217-day, 238-day, and 260-day unit members, the District agrees to pay the costs of medical insurance premiums for Kaiser HMO, Kaiser Account Based Health Plan (ABHP), and Blue Shield ABHP health plans through June 30, 20202018. This will be subject to negotiations in the case of an annual increase of 7% 10% or greater to the Kaiser, HMO. For the 2018/19 and 2019/20 fiscal years, Blue Shield PPO and Blue Shield HMO plans, the District will assume the premium costs less the employee out-of-pocket monthly premium costs, which will be equal to a proportion (as specified in Table 9.1) of the difference of the annual premium cost between that plan and the premium cost of the Kaiser HMO plan by tier.

Table 9.1

Benefit Year	of the Difference	
2016 (beginning January 1, 2016)	40%	
2017 (beginning October 1, 2016)	70%	
2018 and thereafter (beginning October 1 of the year)	100%	

Employee Proportion

The level of coverage in effect under SISC/Blue Shield and Kaiser plans, as of October 1, 2015, shall be maintained through June 30, 20202018.

- § 9.1.3 For employees enrolled in an ABHP, for benefit years 2016, 2017, and 20182019 and 2020, the District will make a monthly contribution of \$100 (Single) or \$150 (Double/Family) to the employee's Health Savings Account (HSA). Those enrolled in an ABHP plan, who experience a triggering event during the plan year that raises their plan tier, shall receive the corresponding annual increase in HSA contribution for that tier as a pro-rated amount.
- § 9.1.8 For full-time, 217-day, 238-day, and 260-day unit members in the bargaining unit, the District agrees to pay the full costs of dental insurance premiums through June 30, 2020 2016. The level of coverage in effect as of October 1, 2015 shall be maintained through June 30, 2020 2016. The dental coverage cap currently is \$1,700 per plan year.
- § 9.1.9 For full-time, 217-day, 238-day, and 260-day unit members, the District agrees to pay the full costs of single vision care, life, and salary continuance (i.e., Long-Term Disability) insurance through June 30, 2020 2016. An eligible unit member may elect to pay the additional cost to obtain the dependent vision coverage. The level of insurance coverage in effect as of October 1, 2015 shall be maintained through June 30, 20162020.

Article 11 VACATION

	Earned	Max. Accrual	Monthly Hours
Length of Service	Days/Vac.	Vac. Days	Accrued
One (1) Month thru Four	12	24	8.00
Three Years (4) Years			
Four (4) Five (5) Years	13	26	8.67
Five (5) Six (6) Years	14	28	9.33
Six (6) Seven (7) Years	15	30	10.00
Seven (7) Eight (8) Years	16	32	10.67
Eight (8) Nine (9) Years	17	34	11.33
Nine (9) Ten (10) Years	18	36	12.00
Ten (10) Eleven (11) Years	19	38	12.67
Eleven (11) Twelve (12)	20	40	13.33
Years			
Twelve (12) Fifteen (15)	22	44	14.67
Years and Thereafter			

§ 11.4.2 Vacation requests not of a priority nature and/or requested in writing less than sixty (60) days in advance shall be submitted to unit member's immediate supervisor or department head at least two (2) weeks in advance of the date for which the vacation time is scheduled, except as otherwise approved by the Supervisor. The employee will receive a written approval or denial of such requests within two (2) working days from the date it is received by the supervisor.

Vacations shall be established in such a manner that they will not disrupt adequate performance of individual and department duties and responsibilities. Vacation requests shall be granted, unless doing so would disrupt the department's ability to provide acceptable service.

§ 11.5.2 Vacation time, once granted, shall not be revoked except in <u>unforeseeable emergencies</u>. eases of demonstrated emergency. In the event of revocation, the District shall reimburse the unit member for non-refundable <u>verifiable</u> financial losses sustained as a result.

Article 14 FILLING VACANT POSITIONS

§ 14.5.1 Unit members who assume any new permanent assignment, for a job classification in which they have not previously served, will be subject to a regular, 6-month probationary period regardless of whether or not this new assignment is considered a promotion, or demotion (i.e., voluntary, non-disciplinary), or is in the same classification as their former classification unless their position is reclassified that the Classification Review Committee or a negotiated Reclassification Study. If a unit member fails probation and if their previous position is currently filled, a comparable job in his/her previous classification (and former salary, FTE, and work year) will be found. If no position in that classification exists, the unit member may be temporarily assigned to a job in a lower classification with no loss of pay or status. At the District's discretion, the unit member may be temporarily assigned to a position in a higher classification for which he/she meets minimum qualifications or the equivalent until a suitable vacancy in the original classification occurs.

§ 14.6 District-Initiated Transfer

§ 14.6.2 When multiple unit members hold the same classification in the same department and a District-initiated transfer occurs, it will occur in order of seniority with first right of refusal provided to the unit member with the highest seniority.

NOTE: This would require the remainder of Article 14.6 be renumbered Article 14.6.3 through Article 14.6.8.

§ 26.1 Term of Agreement

§ 26.1.1 The term of this Agreement shall be from July 1, $\underline{20182017}$ to June 30, $\underline{20202018}$.

In the first year of the agreement, Articles 7, 9, 14 and 24 will be automatically reopened. Each party may choose up to three (3) additional article to re-open.

In the second year of the agreement, Articles 7, 9 and 26 will be automatically reopened. Each party may choose any number of additional articles to re-open.

During the term of this agreement, Articles 7, 9, and 26 will be automatically reopened. Each party may choose up to five (5) additional articles to reopen.

Additional

JLMC:

The JLMC will study Articles 14 and 24 with set goals of discussing and delivering options to be brought back to Negotiations during Spring 2019.

AGREED TO ON

.2018

BY:

FOR THE DISTRICT'S TEAM:

FOR THE SEIU, LOCAL 1021 TEAM:

Karen Furukawa or Other Designee

Aaron Burton and/or Jason Klumb

5.11. Monthly Bargaining Unit Report:

Santa Rosa Junior College District (the Employer) shall provide SEIU 1021 (the Union) a Bargaining Unit Report in electronic malleable format (excel) on a monthly basis of all current employees covered by this Agreement, which shall include each employee's:

- Full Name
- Job Title
- <u>Department</u>
- Membership Status (member, non-member)
- Work Location (where the member works, not just their mailing address)
- Work phone number
- Personal phone number
- Work e-mail
- Personal e-mail
- Home address

A member may opt- out in writing that they wish not to provide the following information:

- Home address
- Personal Phone Number
- Personal E-mail

5.12. New Employee Orientation:

- A. The District agrees that each newly hired employee shall be invited to participate in an in-person new employee orientation during regular working hours, onsite and without loss in compensation conducted during the District's monthly onboarding and benefits session. SEIU will be allotted time for a thirty (30) minute presentation at this monthly onboarding and benefits session.
- B. A newly hired employee who does not attend their in-person monthly new employee orientation shall be invited to attend the following orientation as a make-up session. All of the same terms apply to the make-up session as outlined in section 5.12.
- C. The District will include SEIU Member Application and a informational welcome notice from SEIU in its onboarding forms to all new employees during the hiring process.
- D. The District shall grant the SEIU designee(s) release time (up to one (1) hour) without loss in compensation to attend and conduct these meetings.
- E. The District shall provide SEIU with at least ten (10) days' notice of any new employee orientation and send an electronic list of confirmed participant(s) at least forty-eight (48) hours in advance. This list may change as participants add after the confirmation list is sent.

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F. If SEIU requests the District representative(s) be absent from the room during the sessions, meetings or trainings conducted by SEIU with newly hired employees, SEIU's allotted thirty (30) minute presentation will be scheduled as the final item of the District's monthly onboarding and benefits session.

AGREED TO ON	9/6	, 2018

BY:

FOR THE DISTRICT'S TEAM:

FOR THE SEIU, LOCAL 1021 TEAM:

Karen Furukawa or Other Designee

Aaron Burton and/or Jason Klumb

Article 22 EMPLOYEE EDUCATION AND TRAINING

§ 22.1 Educational Release Time Program

- § 22.1.1 Santa Rosa Junior College recognizes the value of professional development for all classified employees. The Educational Release Time Program enables employees who are registered as students to attend classes and District-sponsored activities, with appropriate approval, during their regularly scheduled work day. This program provides employees with more flexibility to further their growth and advancement, enhance their involvement in the life of the community college, and to further their education to have employees become a more productive and knowledgeable workforce. Unit members who wish to utilize release time under this contract provision, in order to enhance their job skills and/or knowledge, may have their request(s) considered in the following manner:
- 1. Instructional Classes Unit members are eligible for up to three (3) hours/week paid release time for semester length courses, or paid release time in excess of three (3) hours a week to attend short courses. (Total paid release time per semester shall not exceed fifty-two and one-half (52-1/2) hours/semester) for instruction approved pursuant to this Article. Unit members may also arrange a flexible schedule that will avoid a deterioration of the services created by an absence from their job location. Release time may be scheduled to attend courses or study. Release time is not available for travel.
- +.2.District-Sponsored Activities Unit members are eligible for up to two (2) hours/week paid release time for District-sponsored activities. Total paid release time per semester shall not exceed fifty-two and one-half (52-1/2) hours/semester for instruction and District-sponsored activities approved pursuant to this Article.
- 2.3. The District and SEIU shall mutually agree upon a form. This form, SRJC Classified Professional Development Form, is available on the Human Resources Forms page (see Appendix O). When possible, courses will be taken at SRJC unless not available or another institution offers courses at a time which interferes less with the unit member's work schedule.
- 3.4. The employee's supervisor shall review the employee's request for the appropriateness of the course and its benefits to the District and unit member, and for impact of the unit member's absence on the department. The supervisor will approve or deny the request based on the provisions of this article.
- 4-5. This Educational Release time is available to employees who are taking a job-related course, or working towards a certificate or degree at any accredited academic institution of higher education. While Santa Rosa Junior College is designated as a Hispanic Serving Institution (HSI), all Spanish-language courses shall be deemed appropriate. While Santa Rosa Junior College maintains "Cultivating a Healthy Organization" as part of the Board-approved Strategic Plan, all courses and District-sponsored activities that promote health and wellness shall be deemed appropriate.

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5.6. Reasonable requests which meet the foregoing criteria shall be approved. Requests for paid release time in excess of three (3) hours a week shall not be subject to the Grievance Procedure, but may be reviewed with the Vice President of Human Resources, and may be approved for paid or unpaid leave as outlined under Article 12.10.

Educational Reimbursement Programs:

1. Classified Employees shall have access to and be eligible to participate in any funding provided by the state or the district for the purposes of providing access to and reimbursement of educational expenses. Examples of such funding includes; SRJC approved courses, conferences, and other training and educational opportunities as defined under the applicable reimbursement program.

	9/1	
AGREED TO ON	//6	, 2018
	, /	***************************************

BY:

FOR THE DISTRICT'S TEAM:

FOR THE SEIU, LOCAL 1021 TEAM:

Karen Furukawa or Other Designee

Aaron Burton and/or Jason Klumb

Jordan Mead

Article 24 DISTRICT POLICE

The District recognizes the fact that the District Police Department is a public safety organization and, as such, is required to be continuously staffed; 24 hours a day, 7 days a week, 365 days a year. The Department is a California Peace Officer Standards and Training (POST) certified agency that complies with all state standards for recruitment and training. (District Police Department employees include District Police Officers, District Police Officer Trainees, Community Service Officers and Community Service Officer Trainees, Police Dispatcher/Records Technicians. Police Dispatcher/Records Technician Trainees and the Police Systems Administrator Community Service Officer/Dispatchers.)

§ 24.1 Probationary Period

- § 24.1.1 New District Police Officers, and <u>Police Dispatcher/Records Technicians Community Service Officer/Dispatchers</u> and promoted District Police Officers and <u>and Police Dispatcher/Records Technicians Community Service Officer/Dispatchers</u> shall serve a one (1) year probationary period. The probationary period will begin on the first day of paid service as a District Police Officer trainee in Peace Officers Standards and Training (P.O.S.T.) or in a non-training role.
- **§ 24.1.2** The probationary period will begin on the first day of paid service as a District Police Officer trainee in Peace Officers Standards and Training (P.O.S.T.) or in a non-training role.
- § 24.1.32 Probationary employees are exempt from the assignment rotation schedule for at least six (6) months after completing Field Training Officer (FTO) or Communications Training Officer (CTO) assignment, up to the one (1) year probationary period.

§ 24.2 Employment Agreement

- § 24.2.1 The District will pay the cost of <u>a P.O.S.T. police academy</u> and a monthly training salary while a unit member is attending <u>a P.O.S.T. police academy</u> with the condition that the unit member signs a contract to work for the District as a District Police Officer for thirty-six (36) months after graduation from a P.O.S.T. police academy.
- § 24.2.2 If the unit member under contract leaves the position of District Police Officer before the contract is satisfied, that unit member agrees to pay the remaining pro-rated amount of the monthly training salary back to the District.

This payment to the District must be made on or before the last day of employment as a District Police Officer. If payment is not received, he/she will be billed by the District for the amount which the District is owed.

§ 24.3 Evaluations

- § 24.3.1 Evaluations will be done on the Performance Measures and Evaluation form for Police Officers. Evaluations will be done at three (3) months, six (6) months and eleven (11) months.
- **§ 24.3.1.1** The Performance Measures and Evaluation form replaces the Performance Appraisal Report for Police Officer form (Appendix C.4).

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- § 24.3.2 District Police Officers on probation and those past probation may be evaluated more frequently when there is reasonable cause for such an evaluation.
- § 24.3.3 The appeal process shall be the same as detailed in Section 4.5.1, Appeal Article 4.7., Appeal, Section 4.7.1.

§ 24.4 P.O.S.T. Training

- § 24.4.1 Effective July 1, 2001 any District Police Officer the District hires who is not P.O.S.T. certified and attends a P.O.S.T. police academy while a unit member of the District will receive Step A on the Classified Salary Schedule of the grade for a Police Officer.
- § 24.4.2 Advancement to Step B, on July 1, will only take place if the officer has completed a P.O.S.T. police academy on or before April 1, of that year.

§ 24.5 Shift Assignments

The length of the workday shall be designated in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours with consecutive workdays and consecutive rest days.

The location to which each District Police Officer, Community Service Officer, Police Dispatcher/Records Technician is assigned to shall be determined by District needs.

- § 24.5.1 District Police Officers, Community Service Officers, Police_Dispatcher/Records Technicians shall rotate shifts every six (6) months. Available shifts shall be selected in descending order of seniority, with the most senior unit member stated_above selecting first, provided that each unit member must select a different shift assignment than the prior six (6) month assignment. The last remaining shift shall be assigned to the least senior unit member. While on probation a unit member may be assigned to a shift at his or her supervisor's discretion prior to shift selection by other unit members.
- § 24.5.2 Shift rotation sign up schedules shall be supplied and posted by District Police management by November 1 and May 1 of each year and must be received by the Chief of Police on or before June 1 and December 1 of each year. Shift change will take place approximately January 1 and July 1 of each year.
- Article 24 DISTRICT POLICE (Continued)
- § 24.5.3 District Police Officer, Community Service Officer, Police Dispatcher/Records Technician shifts are subject to change dependent on the needs of the District. Shifts are eligible for the shift differential per Article 6.18.
- § 24.5.4 Maximum Hours in 24-Hour Period: The maximum hours employees will work in a 24-hour period is sixteen (16) hours. It is preferred that they not work more than twelve (12) hours. There may be necessary exceptions due to operational emergencies.

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§ 24.5.5 A District Police unit member that is required to appear before any judicial court or hearing under official subpoena, related to District Business only, shall be compensated at least two (2) hours at the appropriate rate of pay under this Agreement, irrespective of the actual time worked. If the unit member's appearance at any judicial court or hearing exceeds two (2) hours, the unit member shall be compensated at the appropriate rate of pay under this Agreement. This article shall not apply during a unit member's normally scheduled workday and work hours.

If a unit member is placed on court standby by the District Attorney's office or other official court officer, the unit member shall immediately contact an on-duty supervisor and advise of the court standby status. A unit member placed on court standby shall be compensated as described under Article 6.16.1 of this Agreement.

In the event that a unit member scheduled for a graveyard shift is subpoenaed to court on a day that immediately precedes the unit members last scheduled shift, and the unit member is scheduled to work again the same night as the scheduled court or hearing date, the unit member shall be allowed to use personal necessity leave up to the exact amount of time spent in court for the purpose of returning home to rest. The unit member shall be allowed to subtract from the scheduled work schedule and report to work after the unit member's regularly scheduled start time [example: a unit member works 6:00 pm – 6:00 am, appears in court from 1:00 pm – 3:00 pm, and is scheduled to return to work at 6:00 pm that night; the unit member would be allowed to deduct two hours personal necessity leave and report to work at 8:00 pm instead of 6:00 pm; reference section 88207 California Education Code]. Unit members using Personal Necessity under_this article shall complete the appropriate Notice of Absence form and submit it to their immediate supervisor. In the event of an emergency or unsafe coverage issues, a supervisor may order the unit member to report for duty at the regularly scheduled time.

§ 24.6 Uniform Allowance

- § 24.6.1 The District shall provide for a \$750.00 per fiscal year allowance for replacement, additional uniforms, equipment, and cleaning of uniforms for District Police Department employees. Clothes/equipment damaged or lost in the performance of duty will be replaced by the District separate from the annual allowance.
- § 24.6.2 Newly hired uniformed Police Department employees will initially be supplied the uniforms and equipment necessary to perform the functions of their position. All uniforms and equipment supplied remain the property of the District. Upon separation of employment, these uniforms and equipment shall be returned to the District.
- § 24.6.3 Upon separation with the District, Police Officers may purchase their body armor (vest) at a pro-rated rate.

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§ 24.7 District Police Discipline

§ 24.7.1 The parties recognize that disciplinary action relating to the classification of District Police Officer are subject to the provisions of Section 3300-3311, Chapter 9.7, Division 4, Title 1 of the Government Code. To the extent that the terms of this Agreement conflict with the provisions of the Government Code as specified herein, the provisions of the Government Code shall be controlling.

§ 24.8 Workers' Compensation

§ 24.8.1 The parties recognize that certain provisions of the California Labor Code apply to selected groups of public safety officers. In the event that any provisions of the Labor Code applying to District Police Officers conflict with the terms of this Agreement, the Labor Code shall be controlling.

§ 24.9 Training

§ 24.9.1 For the purpose of discipline and pay, mandatory training will be considered "assigned work." Failure to attend mandatory training without appropriate authorization may be cause for disciplinary action. (See Article 21, Disciplinary Action, Section 21.5.1.9 - Insubordination)

§ 24.10 Law Enforcement Association (LEA)Police Officers Association

§ 24.10.1 While SEIU is the recognized collective bargaining agent, the parties recognize that public safety members have professional issues of concern that are addressed through the SRJC District Law EnforcementPolice Officers Association (LEA)(POA). The LEA-POA may use District facilities and communication systems for the purpose of discussing these issues and concerns. The request to use District facilities will follow established District guidelines.

§ 24.11 Chain of Command

§ 24.11.1 The District Police chain of command is described in the SRJC District Police Department Policy Manual.

§ 24.12 SRJC District Police Department Policy Manual

§ 24.12.1 The parties acknowledge that the SRJC District Police Policy Manual will conform with the terms of this Agreement and applicable federal and state laws.

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§ 24.13 Special Assignments

- § 24.13.1 Any District Police employee serving in a P.O.S.T. prescribed and approved Field Training Officer (FTO), Communications Training Officer (CTO) or Detective assignment, will be eligible for a 5% premium for all hours in paid status. Eligibility for this premium will be guaranteed for three years unless removed for cause. Renewal of the assignment will be at the discretion of the Chief. This is in order to maintain continuous up to date training techniques and professional growth as prescribed by P.O.S.T.
- § 24.13.2 A new FTO assignment will be effective one month prior to the anticipated hire date for a new District Police Officer.

§ 24.14 Labor Code Section 4850

§ 24.14.1 The District agrees to support SEIU's efforts to extend the provisions of Section 4850 of the Labor Code to cover District Police Officers. District Police Officers shall be entitled to benefits and rights as defined under California Labor Code Section 4850, et seq. Employees are also eligible for District sponsored Disability benefits (see Article 12 or contact the Human Resources Department).

§ 24.15 Holiday Pay

§ 24.15.1 In lieu of time off for holidays, Police Officers and Police Dispatcher/Records Technicians Community Service Officers/Dispatch will be paid an additional 8 hours of straight time for each District recognized, negotiated holiday (see Article 10.1.1 for a list of holidays). The holiday(s) will be paid in the month following the actual holiday(s) and will be reported to PERS as special compensation if it is worked. If an employee is less than full-time, the pay will be pro-rated to the employee's FTE (full-time equivalent) on the day of the holiday.

§ 24.16 Rest Periods

§ 24.16.1 If the District fails to provide an employee a rest period, the District must pay one additional hour of "straight time" compensation for each workday that the rest period is not provided. This time will be submitted on a time sheet and will indicate which supervisor was contacted for relief for the break. This additional hour is not counted as hours worked for purposes of overtime calculations.

§ 24.16.2 Sworn Employees

Paid meal periods for sworn employees shall be part of the total hours worked within the scheduled shift and shall be compensated at the employee's current rate of pay as described under Articles 6, 7, and 24 of the Agreement between Sonoma County Junior College District and SEIU 1021. During paid meal periods, sworn employees are considered out of service, but

Article 24 Final TA Page 5 of 6

subject to calls for service; reasonable efforts shall be made to utilize in-service, sworn employees to handle routine calls for service during the paid meal period. Although sworn employees are paid for their meal periods, they shall be allowed the paid meal period away from their patrol vehicles and common work stations. Paid meal periods for sworn employees shall be governed under state law according to the provisions of California Labor Code Section 512(a).

§ 24.16.3 Dispatcher/Records Technicians

Paid meal periods for dispatcher/records technicians shall be part of the total hours worked within the scheduled shift and shall be compensated at the employee's current rate of pay as described under Articles 6, 7, and 24 of the Agreement between Sonoma County Junior College District and SEIU 1021. During paid meal periods, dispatcher/records technicians are considered out of service, but subject to call-back in the event of an emergency or routine incident; they will monitor their radio and stay in close proximity to their work stations. Although dispatcher/records technicians are paid for their meal periods, they shall be allowed the paid meal period away from the communications center and common work stations, but shall remain within the premises of the Police Department, unless authorized by a supervisor. The paid meal periods for dispatcher/records technicians shall be covered by other dispatcher/records technicians, sworn employees, or other support staff authorized by the Chief of Police. Paid meal periods for dispatcher/records technicians shall be governed under state law according to the provisions of California Labor Code Section 512(a).

§ 24.17 Safety PERS

§ 24.17.1 On March 30, 2017, the District and SEIU agreed to implement Safety PERS for all sworn District Police Officers. This includes a formula of 2.7% at 57 years of age for classic and new members. Additional information can be found in the MOU (Appendix R).

AGREED TO ON _

2018

BY:

FOR THE DISTRICT'S TEAM:

FOR THE SEIU, LOCAL 1021 TEAM:

Karen Furukawa or

Other Designee

Aaron Burton and/or Jason Klumb

⊮rdan Mead