

## LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, CENTRAL VALLEY CHAPTER AND THE CENTRAL VALLEY SCHOOL DISTRICT #356. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII , SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

1. A NEW Section 3.8 be added as follows:

### Section 3.8. Email Communication.

Emails are an official communication tool of the district. Employees will be allowed the opportunity within their workday or with supervisor's permission up to 15 minutes of extra time per week to access their district email. Upon request from employees training will be provided regarding how to access their district email.

2. A NEW Section 4.3 be added, and the current Section 4.3 become Subsection 4.3.1 as follows:

### Section 4.3. New Hires.

The Chapter President of Central Valley PSE will be notified of each newly hired employee whose position is covered under this collective bargaining agreement as soon as the new employee comes to the District Office to fill out their paperwork. The school district will provide the union a thirty-minute meeting during the new hire's work time within one month of their hire date.

### Section 4.3.1. New Employee Orientation.

(no change to language – only section #)

3. Section 7.13.1 be amended as follows:

### Section 7.13.1. Covering Absences in a Kitchen.

In the event that an employee is absent, the lead fills the position by seniority as follows:

- Most senior available employee moves into the vacant position, provided the vacant position has more time.
- Everyone would move up according to seniority that day and the least senior person's position would be subbed out.

In the event that the district is not able to obtain a substitute for a kitchen the following occurs:

- The lead will distribute the hours of the vacant position by seniority and availability, provided the assignment of time does not create an overtime situation.

- If the present kitchen staff are not able to fill the vacant position without going into an overtime status, Section 7.10 will apply.
- Breaks and lunch may be shifted to accommodate the workload for a vacant position. If lunch is foregone with the supervisor's prior approval, then Section 7.5 will apply.

4. Sections 7.3 and 7.4 be amended as follows:

**Section 7.3. Breaks for 8-Hour Shift.**

Each full shift shall consist of eight (8) hours, including a thirty (30) minute paid lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

**Section 7.4. Breaks for Less than 8-Hour Shift**

In the event an employee is assigned to a shift less than the full work shift previously defined in this Article, the rest periods shall be applied to continuous time, not accumulated time, as follows:

7½ to 8 hour work shift	Two 15-minute rests/One 30-minute paid lunch break
5 ¼ to 7¼ hour work shift	One 15-minute rest/One 30-minute paid lunch break
4¼ to 5 hour shift	One 30-minute paid lunch break
3¼ to 4 hour work shift	One 15-minute rest
*3 hours and less	No break period

Break times will be scheduled with the approval of the Principal/Supervisor. Continuous time is defined as fifteen (15) minutes or less between jobs. Human Resources will review an employee's daily schedule upon request if the employee is working multiple positions totaling greater than four hours per day and are not allowed a lunch due to non-continuous time.

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

\*\*If an employee is asked to be on call during their lunch time, or are required to work during their lunch due to the needs of students, they will be compensated per Section 7.6.

5. Section 11.6 be amended as follows:

**Section 11.6. Seniority within General Job Classification (GJC)**

Seniority rights shall be effective within the General Job Classification (GJC). As used in this article, General Job Classifications are: Secretarial/Clerical; Paraeducators; School Assistants; Nutrition Services; Specialists; Transportation; Custodial; Maintenance; Technical; Early Learning Center; Seasonal. Note that the Early Learning Center and Transportation Classifications' seniority shall first be effective within the Specific Job Classification (SJC) and then in the General Job Classification (GJC).

1 6. A NEW Section 11.7.3 be added as follows:

2  
3 **Section 11.7.3. Assignment Changes.**

4 The determination for movement of staff who is “district wide” (nurses and interpreters) will  
5 include the input from the employees in those positions. Annually the employees and  
6 administrators will review the needs and positions and district administration will make  
7 assignments based upon the needs, qualifications and seniority.  
8

9  
10 7. Section 11.1 be amended as follows:

11  
12 **Section 11.1. Probation.**

13 Each new hire shall remain in a probationary status for a period of not more than sixty (60)  
14 days worked from the date of hire exclusive of holidays. During this probationary period the  
15 District may discharge such employee at its discretion.  
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18 8. Section 12.3 be amended as a result of a job review done in 2018, to add Campus Supervisor to the  
19 School Assistant GJC and a line on the Schedule A as follows:

20  
21 **Section 12.3. Employee Groupings for Layoff Purposes.**

22 For the purpose of implementation of the Article, General Job Classification (GJC), Specific  
23 Job Classification (SJC), and Sub-Specific Job Classification (SSJC) shall be defined as  
24 follows:

- 25 \*GJC SCHOOL ASSISTANTS  
26 SJC I School Assistant  
27 SJC II HS Campus Supervisor  
28

29

	<u>Reg</u>	<u>3 years</u>	<u>6 years</u>	<u>9 years</u>	<u>12 years</u>
HS Campus Supervisor	\$14.00	\$14.49	\$15.14	\$15.97	\$17.01

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33 9. Section 20.7 be amended as follows (current language from an MOU dated 11/27/17):  
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35 **Section 20.7. Twelve-Month Pay (also known as “Contract Pay”).**

36 Classified employees may request their annual salary be divided over twelve (12) equal  
37 payments in the fiscal year. The annual salary equals the employee’s assigned hours plus  
38 applicable paid holidays multiplied by the employee’s respective rate of pay. This option shall  
39 apply to all employees whose regular assignment is four (4) or more hours per day. Employees  
40 who qualify shall notify the district of their option in writing, to have twelve (12) equal  
41 paychecks per year to begin with the September paycheck by signing and returning the form  
42 which will be sent out by the Business Office no later than the date indicated on the form which  
43 will be within the first 2 weeks of school. Employees who become newly eligible after the start  
44 of the school year but prior to December 31 shall have the option to begin twelve (12) month  
45 pay in the next reasonable pay period provided that they notify the district in writing within  
46 fifteen (15) days of the day they become eligible.  
47

1 In order to discontinue the twelve (12) month paycheck option, the employee shall submit a  
2 written directive to the payroll department no later than the fifteenth (15<sup>th</sup>) of September in the  
3 new school year.  
4

5 The only pay option for secretarial/clerical whose assignment is more than 189 days is twelve  
6 (12) month pay.  
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9

10 10. That Article XVIII, Sections 18.1, 18.2, 18.3, 18.4, 18.5 and 18.6 be amended as follows as a result of  
11 the US Supreme Court rulings on union membership.  
12

13 **Section 18.1.**

14 Each employee subject to this Agreement may choose to become an Association member in  
15 good standing by paying monthly dues. Maintaining membership with the Association entitles  
16 the member to additional benefits of union membership. The Association shall be the  
17 custodian of records in terms of employee Association Membership.  
18  
19  
20

21 **Section 18.6. Check off.**

22 The District shall deduct PSE dues, assessments and any/all voluntary contributions (including  
23 political contributions) from the pay of any employee who authorizes such deductions in  
24 writing in accordance with applicable law and pursuant to section 18.6.1 of this Agreement.  
25 The District shall transmit all such funds deducted to the Treasurer of the Public School  
26 Employees of Washington/SEIU Local 1948 on a monthly basis.  
27

28 **Section 18.6.1. E-Signature Authorization**

29 The District agrees to accept dues authorizations by E-signature in accordance with “E-  
30 SIGN.” PSE will be the custodian of all records related to E-signature authorizations. The  
31 Association agrees that, as the custodian of the records, it has the responsibility to ensure  
32 the accuracy and safe-keeping of those records.  
33

34 *(Section 18.7 remains with no changes)*

35 **Section 18.7. Political Action Committee.**

36 The District shall, upon receipt of a minimum of ten (10) written authorization forms that  
37 conforms to legal requirements, deduct from the pay of such bargaining unit employee the  
38 amount of contribution the employee voluntarily chooses for deduction for political purposes  
39 and shall transmit the same to the Union on a check separate from the Union dues transmittal  
40 check. Section 18.8 of the Collective Bargaining Agreement shall apply to these deductions.  
41 The employee may revoke the request at any time. At least annually, the employee shall be  
42 notified about the right to revoke the request by Public School Employees of Washington/SEIU  
43 Local 1948.  
44

45 **Section 18.8. Hold Harmless.**

46 The District assumes no obligation, financial or otherwise arising out of the provisions of this  
47 Article, and the Association will indemnify, defend, and hold the District harmless against any  
48 claims, suits, orders, and/or judgments against the District on account of any check-off of

1 Association dues or voluntary political contributions, or the acceptance of electronic  
2 authorization of membership and/or the Association's representations regarding the existence  
3 of a valid membership authorization as well as complying with any of the provisions of this  
4 Article of the Agreement.  
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8 11. The new pay lines for ELC Specialists (Educ Component and Family Support and Health Services  
9 Component) will be placed into the Schedule A from the MOU dated 11/1/17.  
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12 12. Schedule A wages will be increased as attached and implemented effected November 1, 2018.  
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19 This Letter of Agreement shall become effective upon signatures, shall remain in effect until August 31,  
20 2019 and shall be attached to the collective bargaining agreement.  
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25 PUBLIC SCHOOL EMPLOYEES OF  
26 WASHINGTON/SEIU LOCAL 1948  
27 CENTRAL VALLEY CHAPTER

CENTRAL VALLEY SCHOOL DISTRICT #356

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31 BY: \_\_\_\_\_  
32 Ken Curry, Chapter President  
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BY: \_\_\_\_\_  
Cindy McMullen, School Board President

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