

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CENTRAL VALLEY SCHOOL DISTRICT #356

AND

PUBLIC SCHOOL EMPLOYEES OF CENTRAL VALLEY

SEPTEMBER 1, 2017 - AUGUST 31, 2020



Public School Employees of Washington/SEIU Local 1948

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P R E A M B L E

This Agreement is made and entered into between Central Valley School District Number 356 (hereinafter “District”) and the Public School Employees of Central Valley, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, 1.4.1 and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Confidential Exempt Employees.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3. Job Descriptions.

Descriptions for all positions subject to this Agreement are available in the Human Resources Office and will be posted online at (www.cvsd.org). Modification of existing positions, or the creation of new positions, shall require opening of this Agreement pursuant to Article XXI, Section 21.3 for the establishment or alteration of an appropriate wage rate.

Section 1.4. Bargaining Unit Defined.

The bargaining unit to which this Agreement is applicable is as follows: All classified employees of the Central Valley School District in the following classifications: Secretarial/Clerical, Paraeducators, School Assistants, Technical, Nutrition Services, Transportation, Custodial, Maintenance, Early Childhood Program, Specialists, Seasonal and Summer School employees.

Excluded are positions found on Board Policy 5310BP, or positions which are represented by any other district collective bargaining agreement other than this agreement.

Section 1.5. Substitutes.

A substitute employee is defined as an individual who temporarily replaces a current employee absent from a regularly posted position; this placement will extend for as long as the current employee is unable to return to work. Substitute employees doing bargaining unit work who work more than one-sixth (1/6th) of a normal academic year in any twelve (12) month period and continue to be available for work, shall be subject to Article I, Article II and Article IV of this Collective Bargaining Agreement. Wages and benefits will be provided according to District policy.

If a current employee is placed in this substitute position, he/she will be paid in accordance with section 7.7; if an individual from the substitute list serves in this position, he/she will receive substitute wages and will not receive benefits.



1 **Section 1.6. Temporary Positions.**

2 A temporary position is one where an opening is created by a leave of absence, a short-term staffing
3 need which does not warrant the posting of a permanent position, or when extraordinary needs require
4 a temporary appointment.

5
6 Temporary positions shall be posted with specific beginning and ending dates, or likely length of
7 employment specified on the job posting. New employees to the district who are hired to fill temporary
8 positions that exceed sixty (60) workdays shall be subject to all provision of this Agreement. Health
9 benefits will be determined by the hire date.

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12 **ARTICLE II**

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14 **RIGHTS OF THE EMPLOYER**

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16 **Section 2.1. District Rights**

17 District management officials retain the right to:

- 18 A. Direct employees covered by this Agreement.
- 19 B. Hire, promote, demote, assign, and retain employees of the groups, and to suspend or discharge
20 employees for proper cause.
- 21 C. Relieve employees from duty because of lack of work or other legitimate reasons.
- 22 D. Determine the method, number and kinds of personnel by which operations undertaken by
23 employees in the groups are to be conducted.
- 24 E. Discuss with the Executive Board of Trustees of the Association policies affecting changes in
25 personnel practices that are of concern to classified employees of the District.
- 26 F. Discuss, negotiate, and handle grievances, formally or informally, on school time whenever
27 possible.

28
29 **Section 2.2. Reasonable Rules and Regulations.**

30 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
31 District. In making rules and regulations relating to personnel policies, procedures and practices, and
32 matters of working conditions, the District shall give due regard and consideration to the rights of the
33 Association and the employees and to the obligations imposed by this Agreement.

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36 **ARTICLE III**

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38 **RIGHTS OF EMPLOYEES**

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40 **Section 3.1. Union Participation.**

41 It is agreed that all employees subject to this Agreement shall have the right and shall be protected in
42 the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
43 Association. The freedom of such employees to assist the Association shall be recognized as extending
44 to participation in the management of the Association, including presentation of the views of the
45 Association to the Board of Directors of the District or any other governmental body, group, or
46 individual. The District shall take whatever action required or refrain from such action in order to
47 assure employees that no interference, restraint, coercion, or discrimination is allowed within the
48 District to encourage or discourage membership in any employee organization.



1 **Section 3.2. Matters of Concern.**

2 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
3 Association representatives and/or appropriate officials of the District.
4

5 **Section 3.3. Representation.**

6 Employees of the unit subject to this Agreement have the right to have Association representation at
7 meetings between themselves and supervisors or other representatives of the District as hereinafter
8 provided in Articles XIV and XIX.
9

10 When asked to a meeting the employee has the right to ask and be told the subject matter of the
11 meeting. If the employee reasonably believes the meeting might result in disciplinary action other than
12 to give notice of concern/counseling, he/she may request Association representation. If the district
13 denies representation or says that no discipline will result from the meeting, then the District has given
14 up the right to discipline based on that meeting.
15

16 **Section 3.4. Non-Discrimination.**

17 As reflected in law, neither the District nor the Association shall discriminate against any employee
18 subject to this Agreement on the basis of race, creed, color, sex, religion, age, marital status or because
19 of a disability with respect to a position, the duties of which may be performed efficiently by an
20 individual without danger to the health or safety of a person with a disability or others.
21

22 **Section 3.5. Meetings during Work Shift.**

23 Night shift employees shall be allowed to attend four (4) chapter meetings per year during their work
24 shift, provided the time is made up and/or shift is completed.
25

26 **Section 3.6. Personnel Files.**

27 A – Personnel Files

- 28 • Personnel files are confidential and shall be available for inspection only by the District’s
29 management and the individual employee.
- 30 • By prior appointment an employee shall have the opportunity to review the contents of his/her
31 file and copy, at the employee’s expense, materials within the file.
- 32 • A review of the personnel file will be supervised by the H.R. Director/designee(s). The
33 employee may request an additional individual, chosen by the employee, be present for the file
34 review.
- 35 • The employee may work with the H.R. Director to add material to or delete material from
36 his/her personnel file. Any material except material required by statute or placed in the file as a
37 result of disciplinary action, will be removed, if so requested in writing, from the employee’s
38 file two (2) years after its initial placement.
- 39 • The employee shall have an opportunity to attach written comments to anything in his/her file.
- 40 • The personnel file is a District file and shall be maintained in the District’s Human Resources
41 Office.
42

43 B – Medical Files

- 44 • Confidential medical information will be kept in separate, confidential medical files, which will
45 be maintained in a secure location with limited access consistent with applicable laws.
- 46 • By prior appointment an employee shall have the opportunity to review the contents of his/her
47 medical file and copy, at the employee’s expense, materials within the file.
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C – Supervisor Files

- An employee’s supervisor may maintain a supervisory file at his/her work site.
- The supervisory file is kept for the purpose of containing material pertinent to the employee’s performance and for completion of an employee’s evaluation(s).
- The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time for such review. The employee may choose to have a representative present. The employee may make a written request for removal of material from the supervisor’s file provided no further issues of a similar nature have occurred in the past two (2) years from the date of the document.
- The supervisor’s file may be maintained as long as the supervisor has the responsibility for evaluating the employee’s performance at the work site or program. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions which will be forwarded to Human Resources. Documentation forwarded to Human Resources will be filed in the H.R. Director’s Office. Documentation of counseling sessions forwarded to H.R. will be destroyed after two (2) years from the date of the last counseling session, provided that no further issues of a similar nature have occurred during that period of time.

D – Other Materials

- Other materials include confidential files on grievances, discipline, and litigation.
- These materials will be kept separate from other District files.

E – Applicability of Public Disclosure Laws

- Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

The above listed files shall be the only employee files maintained in the district.

Section 3.7. Evaluations.

Each employee shall have an evaluation of job performance by June 1 of each year. Issues contained in the formal evaluation which reflect negative or substandard job performance by the employee will be issues that have been previously discussed with that employee by the supervisor. To allow the employee sufficient time to improve performance, it is expected that job performance concerns will be discussed with the employee at the earliest possible time but no later than fifteen (15) workdays after the time when it first comes to the attention of the supervisor. The formal written annual evaluation shall be placed in the personnel file and shall be discussed at a joint conference between the supervisor and the employee. A copy of the formal evaluation shall be provided to the employee at the evaluation conference. Employees shall have the right to attach a written response to the evaluation provided such attachment is submitted within ten (10) workdays of receipt of the evaluation copy. The written attachment shall be signed by both the supervisor and the employee.



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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Notice of Discipline or Grievance.

The Association President shall be promptly notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Article contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case. It shall be the obligation of the Association to insure employees properly comply with the grievance procedures of this Agreement.

Section 4.2. Employee Lists.

The names of employees in the respective units shall be provided annually by November 1 to the President of the Association, and updated monthly as changes occur. The Association shall describe to each new employee his/her rights under the Public Employees Collective Bargaining Act of 1967 and subsequent amendments thereto, and shall provide such employee with a copy of this Agreement.

The District shall provide the Public School Employees of Washington/SEIU Local 1948 with a list of current employees for the purpose of remittance as reflected in Section 18.6.

The District will supply an electronic file listing all bargaining unit employees with the above-listed information to Public School Employees of Washington/SEIU Local 1948 upon request, provided that such lists are not requested more than four (4) times each calendar year.

Personnel updates (Board reports) of new hires, terminations, etc. will be reported electronically to the Chapter President, the PSE Local Chapter Membership Officer and Public School Employees of Washington/SEIU Local 1948 State Organization membership department.

Section 4.3. New Employee Orientation.

An integral part of each employee's tenure with the employer is understanding of this agreement and the role of the association in the employment setting. As such, each new employee, as part of his/her orientation shall be required to attend a mandatory one (1) hour session where they will receive an overview of the association and the contract. The parties agree that it is highly beneficial for all bargaining unit employees to receive a comprehensive new employee orientation as soon as possible, but no later than the following February after the date of employment.

The association orientation session will be conducted by representatives designated by the association. The Employer's representative(s) will be absent from the room during this section of the new employee orientation.

The association will provide the employer with copies of all materials which will be distributed during the session.

Section 4.4. Delegation to PSE.

The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.



1 **Section 4.5. Use of District Facilities.**

2 The District shall provide a bulletin board space at each work site for the use of the Association. The
3 Association shall have the right to post notices of activities and matters of Association concern on
4 these bulletin boards. The bulletins posted by the Association are the responsibility of the officials of
5 the Association. Each bulletin shall be signed by the Association official responsible for its posting.
6 Unsigned notices or bulletins may not be posted. There shall be no distribution or posting of
7 information, pamphlets or advertisements for or against federal, state or local political matters on
8 District property.

9
10 The Association shall have the right to use District email service and staff mailboxes for
11 communication. A courtesy copy will be given to the Human Resources at the time of general
12 distribution.

13
14 The Association shall have the right to use District facilities and equipment when such equipment or
15 facilities are not otherwise in use. The Association shall pay for the reasonable cost of all materials and
16 supplies incident to such use. District facilities may be used for meetings and to transact official
17 business, except if the business relates to issues defined as work stoppage.
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21 **ARTICLE V**

22 **APPROPRIATE MATTERS FOR CONSULTATION AND BARGAINING**

23
24 **Section 5.1.**

25 It is agreed and understood that matters appropriate for consultation and bargaining between the
26 District and the Association are salaries, hours, grievance procedures, and matters affecting general
27 working conditions of employees in the units subject to this Agreement.
28
29

30 **Section 5.2.**

31 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
32 the other party to advise, discuss or consult regarding matters concerning working conditions not
33 covered by this Agreement.
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37 **ARTICLE VI**

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39 **COLLABORATIVE BARGAINING MEETINGS AND VISITATION RIGHTS**

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41 **Section 6.1. Subjects of Bargaining.**

42 It is agreed and understood that matters appropriate for consultation and negotiation between the District
43 and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance
44 procedures and general working conditions of employees in the bargaining unit subject to this Agreement
45 as set forth in RCW 41.56.
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1 **Section 6.1.1. Labor Management Meetings.**

2 The PSE Labor Management Committee shall consist of all members of the Chapter’s
3 Executive Board. The Board shall meet with the Superintendent of the District and his/her
4 designated representatives a minimum of two (2) times per year to discuss appropriate Labor
5 Management matters.
6

7 In addition, the Chapter President, PSE field representative and/or one other member will meet with
8 HR on a regular basis but not less than six (6) times per year to determine the need for additional
9 Labor Management meetings. The dates for the meetings will be set in September of each school
10 year. These meetings will provide a forum to discuss problems and mutual concerns but will not
11 take the place of negotiations nor Labor Management meetings with the Chapter’s Executive
12 Board. If additional meetings are deemed necessary, the meetings will be scheduled at mutually
13 agreeable times for resolution of the Labor Management issue.
14

15 **Section 6.1.2. Early Childhood Program Meetings.**

16 Upon the request of either party, two (2) employees from the Early Childhood Program and one
17 (1) representative from the PSE Executive Board will meet with the Assistant Superintendent
18 of Finance and the Early Childhood Programs Director to audit the program and discuss
19 financial issues/resolutions.
20

21 The meeting to audit the Early Childhood Program and discuss financial issues/resolutions will
22 take place within twenty (20) workdays of the date that the written request was received by the
23 Assistant Superintendent of Finance. The timeline may be extended by mutual agreement.
24

25 **Section 6.2. Visit by PSE Representative(s).**

26 Visitation rights shall be granted to the designated representative of the Public School Employees of
27 Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes
28 of grievance procedures and/or general information data, as long as it does not disrupt normal school
29 activities. The visiting delegate shall notify the Building Principal of his/her arrival.
30

31 **Section 6.3. Association Leave and Release Time.**

32 Classified employees who are duly authorized by the Association and who are mutually scheduled by
33 the parties to participate during working hours in negotiations, grievance proceedings, conferences, or
34 other meetings relating to matters between the District and the Association shall suffer no loss of pay
35 for attendance at said meetings.
36

37 Release time shall be granted to the Association President or his/her designees to carry out the duties
38 of his/her office. The total amount of release time will be a maximum of twenty (20) days a year, not to
39 exceed four (4) days in any given month. Substitute cost shall be reimbursed by the Association.
40

41 **Section 6.3.1. Release Time.**

42 Release time for Central Valley PSE members requested by the Public School Employees of
43 Washington/SEIU Local 1948 State organization may be granted to the employee. All costs
44 associated with the employee’s absence will be reimbursed by PSE of Washington. Request for
45 release time will be handled through the Human Resources Department.
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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Schedule.

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

When a position exists that has an alternate work schedule (does not work the same number of hours each day for the five workdays in a week), the average daily shift shall be determined by dividing the total number of hours for the week by five (5). This average daily shift calculation shall be utilized in the allocation of all categories of leave.

During Summer vacation, Winter Holiday vacation and Spring Break vacation, 12-month employees may choose, with the supervisor's approval, to work four (4) 10 - hour workdays in a week; this time would be considered equivalent to a forty (40) hour work week, and would not qualify the employee to receive overtime pay.

Section 7.1.1. Minimum Shifts.

All employees, except School Assistants, shall be assigned to a shift of not less than two (2) hours. School Assistants shall be assigned to a minimum of one (1) hour per day. School Assistants shall be defined as Recess/School Assistants, Bus Loading Assistants, and Crossing Guards.

If a segment of time less than the above minimums is available, and all available employees in the building decline to increase their assignment with the additional time, the District may post a shift that is less than the above minimum requirements (see Section 10.4. for clarification).

Section 7.1.2. Job Sharing.

The District determines the number of job sharing assignments in any given year and follows the guidelines in Board Policy 5222, Job-Sharing Employees. This policy may be accessed on the District's website (www.cvsd.org) by clicking on Board Agendas & Policies.

Section 7.2. Change in Shift.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of ten (10) workdays; provided, however, this notice may be waived by the employee. This section shall not apply in times of emergency. Shifts may be temporarily altered upon mutual agreement among supervisor, employee and District.

Section 7.2.1. Early Childhood Program.

Each employee shall be assigned to a definite and regular shift and workweek. Shifts may be altered by the supervisor on short notice due to participant ratios. An Early Childhood Program employee who is asked to start before or stay beyond his/her scheduled workday/shift due to ratio compliance issues will be compensated at his/her current rate of pay. These additional hours will be reflected on the employee's regular time sheet as extra time.



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

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

6
7 **Section 7.4. Breaks for Less than 8-Hour Shift**

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

11	7½ to 8 hour work shift	Two 15-minute rests/One 30-minute lunch break
12	5 ¼ to 7¼ hour work shift	One 15-minute rest/One 30-minute lunch break
13	4¼ to 5 hour shift	One 30-minute lunch break
14	3¼ to 4 hour work shift	One 15-minute rest
15	*3 hours and less	No break period

16
17 Break times will be scheduled with the approval of the Principal/Supervisor. Continuous time is
18 defined as fifteen (15) minutes or less between jobs.

19
20 *If employees need a short rest period during this group of shifts, due to the nature of the job
21 responsibility, it should be worked out with their respective supervisor.

22
23 **If an employee is asked to be on call during their lunch time, or are required to work during their
24 lunch due to the needs of students, they will be compensated per Section 7.6.

25
26 **Section 7.5. Working through Lunch.**

27 Employees required to work through their regular lunch periods shall be given time to eat at a time
28 agreed upon by the employee and supervisor. In the event the District requires an employee to forego a
29 lunch period and the employee works the entire shift, including the lunch period, the employee shall be
30 compensated for the foregone lunch period at overtime rates.

31
32 **Section 7.6. Substitute Pool for Regular Employees.**

33 An employee may elect to be in the District’s substitute pool in categories for which he/she is
34 qualified. An employee may accept substitute assignments that do not interfere with the performance
35 of his/her permanent position. Fulfilling the permanent position is the employee’s primary
36 responsibility and takes precedence over accepting a substitute assignment (excluding Bus
37 Drivers/Transportation Assistants per Section 7.13.3.1. #9). In no event may an employee accept a
38 substitute position that would put him/her in overtime status. An employee who accepts a substitute
39 assignment in his/her General Job Classification shall receive the Schedule A rate of pay at his/her
40 experience placement for that position. An employee who accepts a substitute assignment out of
41 his/her General Job Classification shall receive the Schedule A “Regular” rate of pay for that position.

42
43 **Section 7.6.1. Work in Lieu of Regular Assignment.**

44 In the event an employee is requested to work in a substitute or temporary assignment in lieu of
45 his/her regular assignment, he/she shall be paid according to Section 7.6 or his/her current rate,
46 whichever is higher.



1 **Section 7.7. School Closure.**

2 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
3 District will make every effort to notify each employee to refrain from coming to work. Employees
4 reporting to work shall receive a minimum of two (2) hours pay at current rate in the event of such a
5 closure; provided, however, no employee shall be entitled to any such compensation in the event of
6 actual notification by the District of the closure prior to 5:15 a.m. via the blackboard communication
7 system.
8

9 **Section 7.8. Call Back.**

10 Employees called back to work on a regular workday or called back to work on Saturday or Sunday
11 shall receive no less than two (2) hours pay at the appropriate rate. This applies only to employees who
12 are asked to return to their work site or another work site in the district. This section does not apply to
13 a phone call from the employee's supervisor.
14

15 **Section 7.9. Shift Differential.**

16 Employees who are required to work a regular work shift, wherein four (4) hours or more of that shift
17 occur after the hour of 12:00 Midnight, shall receive, in addition to their regular pay, a shift differential
18 as noted on Schedule A.
19

20 **Section 7.10. Overtime.**

21 Time and one-half shall be paid all classified employees who work in excess of eight (8) hours in one
22 day or forty (40) hours per week, including time and one-half for all Saturday work, and double time
23 and one-half for Sunday. Holiday rates as hereinafter specifically stated in section 8.1.3. All overtime
24 shall be pre-approved by building/department supervisor. The workweek schedule shall not be altered
25 to avoid paying overtime.
26

27 **Section 7.10.1. Maintenance Department Extra Work.**

28 Prior to sub-contracting any Maintenance work to an out-of-district firm, business or provider,
29 the District shall offer the first-right of refusal to the Maintenance Department employees who
30 are qualified in order of seniority. The qualified employees will be offered the work if they are
31 available and not on leave.
32

33 **Section 7.11. Compensatory Time.**

34 Compensatory time in lieu of overtime pay must be pre-approved by the immediate supervisor except
35 in emergency situations where the supervisor cannot be reached. Compensatory time may be
36 authorized under the following conditions:
37

- 38 • Compensatory time shall be computed at the rate of one and one-half (1½) hours compensatory
39 time for each one (1) hour of overtime worked. Compensatory time shall be calculated in
40 accordance with 7.12 and 7.12.1.
41
- 42 • No employee shall be compelled to take compensatory time in lieu of overtime pay.
43
- 44 • Compensatory time may be accumulated to a maximum of twenty (20) hours and must be used
45 within thirty (30) workdays of the accrual, which may be extended upon mutual agreement
46 between the employee and the Assistant Superintendent.
47
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1 **Section 7.12. Transportation Provisions.**

2 Notwithstanding the provisions of Sections 7.2, and 10.5, it is mutually agreed and understood that the
3 District shall have thirty (30) workdays following the first day of school each year during which to adjust
4 shifts in the Transportation Department. Positions that have increased more than one (1) hour will be
5 posted at the end of the thirty (30) day adjustment period.

6
7 **Section 7.12.1. Bus Route.**

8 For the purpose of this Agreement, bus routes shall be defined according to the following
9 classifications.

10
11 **Section 7.12.1.1. Basic Route.**

12 A Basic Route shall be defined as an AM and PM; AM only or PM only; or any route
13 driven on a daily basis i.e. Skill Center or HEART excluding extra runs. These routes
14 shall be assigned to drivers by the Supervisor of Transportation in accordance with the
15 seniority provisions of this Agreement.

16
17 **Section 7.12.1.2. Extra Runs.**

18 Extra runs shall consist of any run outside of the home-to-school and school-to-home
19 runs in the AM and PM. Extra runs include but are not limited to after school late runs
20 and midday skills center runs.

21
22 Special Services extra runs that are five (5) days or four (4) days in length will be
23 assigned a driver and transportation assistant through a selection process each year by
24 seniority. This process will take place following the thirty (30) workday adjustment
25 period.

26
27 Non-continuous driving time (interrupted by 15 minutes or more) shall be subject to
28 2-hour callback for drivers and transportation assistants.

29
30 A driver or transportation assistant may resign from his/her extra run and keep the basic
31 route. If a driver's or assistant's extra run assigned through the selection process at the
32 beginning of the year is five (5) days and is dissolved or reduced from a five (5) day run
33 to a four (4) day run and remains there for one full week, he/she may bump the least
34 senior driver with a like extra run. Should there be no driver junior to the displaced
35 driver, he/she may bump the least senior driver with an extra run.

36
37 **Section 7. 12.1.3. Open Routes.**

38 When a Basic Route or Extra Run becomes available, it shall be deemed an "open
39 route" and shall be filled in accordance with the Seniority Provisions of this Agreement
40 and under the following requirements:

- 41
42 1. A Basic Route must be bid as a unit.
43
44 2. Extra Runs are to be bid separately.
45
46 3. Basic Routes and Extra Runs shall be posted for five (5) workdays before being
47 awarded or assigned.
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4. Any combination of Basic Route and Extra Runs shall not exceed eight (8) hours and must be combined as to affect the least possible use of time and fuel.
 5. When temporary driving assignments of additional basic routes or new extra runs become available prior to posting for bid, the following process will be used for the district to announce the temporary assignment and for drivers to sign up:
 - A Sign-up Notice will be posted on the CVSD website and/or a white board at the LTC within twenty-four (24) hours of the assignment becoming available. The assignment will be considered available when a driver, (sub or regular employee) is placed behind the wheel.
 - The drivers shall have up to twenty-four (24) hours from the time the notice is posted to respond to the Sign-up Notice.
 - Drivers whose current assignment conflicts with the time posted will be excluded from accepting the temporary assignment.
 - The temporary assignment shall be awarded to the senior driver on the list who has time available within his/her current assignment without going into overtime.
 6. If any route increases or decreases more than 120 minutes as the result of the addition or removal of a HEART student(s) within a given year, it shall not be subject to the route being posted. Increases or decreases of more than one- hundred twenty (120) minutes must be sustained for five (5) consecutive workdays in order to cause posting.

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Regular drivers who accept these assignments as they occur shall be considered unavailable for extra trip(s) assignment if date and time conflict with the rotation list during the period of the time open route vacancy exists. Route time structures shall not exceed eight (8) hours. Trips involved shall not be made up.

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Section 7.12.2. Route Assignment Time.

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A basic route shall consist of a morning and/or an afternoon run. Hours assigned to a basic route shall include actual driving time, fifteen (15) minutes for pre-trip on the AM run and rounding to the next quarter hour per Section 20.5. The PM run shall be assigned actual driving time, fifteen (15) minutes for post-trip, rounding to the next quarter hour, and thirty (30) minutes cleaning/servicing and fueling the bus. The driver assigned to the bus for the Basic Route is responsible for fueling the bus. Any AM only route or PM only route shall consist of thirty (30) minutes for pre and post-trip, rounding to the next quarter hour, and thirty (30) minutes for cleaning/servicing and fueling the bus. No basic run assignment or any combination of basic run and extra run assignment shall exceed eight (8) hours.

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Consistent with Section 20.5, all rounding to the next quarter hour will start after five (5) minutes.

1 Transportation Assistant time on basic routes shall consist of actual drive time on the AM
2 and/or PM runs with each rounded to the next quarter hour per Section 20.5 plus fifteen (15)
3 minutes office check in time.
4

5 **Section 7.12.2.1. Route Confirmation Process.**

6 The following steps will be used as the route confirmation process:
7

- 8 1. The transportation department evaluates routes and assigns the anticipated amount
9 of work time.
- 10 2. As routes become more settled and regular, the driver completes and submits a
11 Route Confirmation form to the supervisor.
- 12 3. If the supervisor disputes the confirmed time, he will review the Zonar reports and
13 talk to the driver about the reasons and/or concerns.
- 14 4. If the driver still believes the route confirmation sheet is correct, a transportation
15 supervisor will ride the route two times to review the actual drive time. The time
16 noted by the supervisor's confirmation rides shall prevail as the assigned work time.
- 17 5. If the driver still disputes the assigned time, a PSE representative will ride the route
18 with a transportation supervisor to confirm the route time.
- 19 6. Time sheets will be paid as submitted when the confirmed time is in dispute. At the
20 conclusion of the confirmation process, the driver will be responsible for repayment
21 of the overage from the initial date of the disputed time.
- 22 7. With the exception of the thirty (30) day adjustment period, the confirmation
23 process will conclude within ten (10) workdays of the date the driver was notified of
24 the disputed time.
- 25 8. During the thirty (30) day adjustment period, the confirmation process will be
26 accomplished as quickly as possible based on availability of a supervisor to
27 schedule confirmation rides.
28

29 The Transportation Department will establish an average drive time from each bus barn
30 to the schools during typical driving times.
31

32 **Section 7.12.3. Field and Activity Trips.**

33
34 **Section 7.12.3.1. New Driver Trip Restriction.**

35 Drivers with less than six (6) months employment as a bus driver in the Central Valley
36 School District shall not be permitted to drive out-of-town runs that exceed fifty (50)
37 miles one way.
38

39 **Section 7.12.3.2. Assignment Procedures.**

40 All drivers' and transportation assistants' names shall be placed on all trip lists in order
41 of seniority. Those drivers and transportation assistants not wishing to take any category
42 of trips may be removed from any list by written request. However, all drivers and
43 transportation assistants agree to take extra trips when required by overall transportation
44 needs (i.e., excessive number of buses to parades, etc.). Trip lists shall include daytime,
45 nighttime, weekend, *deliver only, *return only, six (6) hour and overnight.
46

47 *The deliver only and return only list is excluded from the 48-hour provision.

1 All trip lists shall be maintained on a continuous basis to insure a more equitable
2 distribution of trips.

3
4 In the event that a senior driver is bypassed that driver shall be awarded the next
5 available trip of like or greater hours for which he/she is available.

6
7 Trips originating on a weekday shall be assigned not more than five (5) workdays prior
8 to their date of departure.

9
10
11 **Weekday after School Trips**

12 Trips on weekdays of short duration, shall be paid at least one and a half (1.5) hours of
13 the driver's appropriate wage. The one and a half (1.5) hours shall include the pre/post
14 trip inspection, fueling and cleaning of the bus, provided the driver is using his/her
15 assigned bus. If a driver is assigned a bus other than his/her own, they shall be paid no
16 less than two (2) hours, inclusive of pre/post trip inspection, fueling and cleaning of the
17 bus. Trips of more than one and a half (1.5) hours shall be paid according to the current
18 CBA.

19
20 Trips originating on a weekend shall be assigned not more than seven (7) workdays
21 prior to their date of departure.

22
23
24 **Weekend Trips**

25 Weekend trips of short duration (less than two (2) hours) shall be paid at least two (2)
26 hours of the driver's appropriate wage. The two (2) hours shall include the pre/post trip
27 inspection, fueling and cleaning of the bus. Trips of two (2) hours or more shall be paid
28 according to the current CBA.

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1. Drivers and transportation assistants from the trip list(s) must be available to fulfill the time requirement of the extra trip(s), or other qualified driver(s) and transportation assistants may be assigned to the trip. Only in the case of Special Education field trips will the transportation assistants be rotated regardless of hours or shift time. In the event a day trip exceeds six (6) hours on a school day, drivers from the appropriate list shall be assigned.
 2. Field/Activity trips shall be assigned daily by 10 a.m. A driver shall have twenty-four (24) hours to accept or turn-down the trip. Trips assigned by 10 a.m. shall be accepted or turned-down by 10a.m. the next workday. A driver or transportation assistant who turns down (T/D) a trip shall be awarded a red "T/D" on the appropriate list and shall not be awarded another trip in that category until all other drivers and transportation assistants have been offered a trip. The trip turned down shall go to the next driver or transportation assistant. A driver or transportation assistant not available (N/A) because of another route conflict or approved leave shall be awarded an "N/A" and shall also not be awarded another trip in that category until all other drivers or transportation assistants have been offered a trip.

- 1 3. Any trip canceled with proper notification shall be replaced by another trip from
2 the proper list. A driver or transportation assistant not available (N/A) because
3 of another route conflict or approved leave shall be awarded an “N/A” and shall
4 also not be awarded another trip in that category until all other drivers or
5 transportation assistants have been offered a trip.
6
- 7 4. Trips canceled without proper notification:
 - 8 A. If a driver or transportation assistant reports on a trip (continuous time) and
9 finds the trip is canceled, the trip shall be canceled on the trip list and the
10 next available trip shall be assigned to that driver or transportation assistant.
11 If the driver or transportation assistant cannot meet the replacement trip time
12 requirement, an “N/A” (not available) shall be given.
 - 13 B. If a driver or transportation assistant reports on a trip (appropriate callback)
14 and finds the trip is canceled, the driver or transportation assistant shall
15 receive appropriate pay according to Section 7.9 and be credited with the trip
16 on the appropriate list.
 - 17 C. When a driver or transportation assistant is assigned a trip forty-eight (48)
18 hours or less prior to the start of the trip, the driver or transportation assistant
19 shall not be penalized by receiving a N/A (not available) for refusing the trip
20 for valid reasons. If the driver or transportation assistant turns down the trip,
21 the driver or transportation assistant will receive a green T/D (turndown).
 - 22 D. Trip time for all drivers for Field/Activity trips will include actual driving
23 time, plus fifteen (15) minutes for pre-trip bus inspection, fifteen (15)
24 minutes for post-trip bus inspection, and thirty (30) minutes for cleaning /
25 servicing the bus for a total of sixty (60) minutes. Trip time for all
26 transportation assistants shall begin fifteen (15) minutes before pick up time
27 at the school and end when the transportation assistant arrives back at the
28 bus garage.
- 29
- 30 5. All drivers and transportation assistants shall be reimbursed at the established
31 rate of hourly pay for all hours worked, subject to other applicable provisions of
32 this Agreement.
33
- 34 6. Trips shall be placed in their proper category (daytime, nighttime, weekend,
35 deliver only, return only, six (6) hour or overnight). Any trip beginning at 4:00
36 p.m. or later shall be considered a nighttime trip, with the exception of deliver
37 only and return only. At time of assignment, trips with the most hours shall be
38 distributed to the senior driver on the rotation list.
39
- 40 7. A driver assigned to the first portion of a split Field/Activity trip on the same
41 day shall be assigned the second portion of that trip provided it is not in conflict
42 with an existing assignment.
43
- 44 8. Drivers or transportation assistants who have additional permanent positions
45 such as, but not limited to, supervisory assistants or a nutrition services
46 assignment are ineligible to accept an overnight or six (6) hour trip three (3)
47 different times during a school year if the trip’s schedule would prevent the
48 employee from completing all of his/her permanent daily assignments. The

1 Wednesday before Thanksgiving, conference days, and collaboration days are
2 an exception to drivers and transportation assistants' eligibility to accept trips.
3 The change in the work week shall not be considered an alternate work schedule
4 under Article VII, Section 7.1.
5

- 6 9. An employee on paid administrative leave shall not be eligible for any
7 compensation beyond that of his/her regular day. Specifically he/she shall not be
8 eligible for extra time or overtime assignment of any kind prior to being
9 returned to work.
10

11 **Section 7.12.4. Trip Compensation.**

12 All trips other than regular daily scheduled bus runs, excluding overnight trips, shall be
13 compensated at the employee's current hourly rate for the duration of the trip; provided,
14 however, that bus drivers shall be subject to the provisions relative to overtime hereinafter
15 provided.
16

17 Appropriate meals shall be reimbursed at reasonable rates for the trip destination. When the trip
18 provides pre-arranged meals, the per diem amount shall be adjusted in accordance with the
19 meals provided. Overnight trip requests will indicate meals that will be provided. Meal
20 reimbursement will be applied using the following criteria:
21

- 22 1. Drivers will be reimbursed for lunch and/or dinner for a Saturday or Sunday trip that is
23 not a split trip if the driver leaves before 11:00 A.M. or returns after 7:00 P.M.
24 Reimbursement will be no more than ten dollars (\$10.00) for lunch and fifteen dollars
25 (\$15.00) for dinner. Meal tickets with the restaurant name, date, time of service and
26 items purchased with total must be stamped on the receipt. Hand written receipts will be
27 accepted only if the food vender cannot provide a printed receipt. Tips shall be included
28 in the total amount for each meal.
29
- 30 2. Drivers will be reimbursed for meals that would occur during out of the county trips,
31 that are not overnight and fall into lunch or dinner times (i.e. a sports trip to Clarkston),
32 as well as breakfast, if the trip departs before 6:00 am. Meal reimbursement will not
33 exceed eight dollars (\$8.00) for breakfast, eleven dollars (\$11.00) for lunch and
34 seventeen dollars (\$17.00) for dinner. Meal tickets with the restaurant name, date, time
35 of service and items purchased with total must be stamped on the receipt. Hand written
36 receipts will be accepted only if the food vender cannot provide a printed receipt. Tips
37 shall be included in the total amount for each meal.
38
- 39 3. Meals for overnight trips will be paid at a per diem rate of nine dollars (\$9.00) for
40 breakfast, eleven dollars (\$11.00) for lunch and seventeen dollars (\$17.00) for dinner.
41 Meals allowances will be figured according to the printed trip schedule. On the day of
42 departure breakfast will only be paid if the trip started before 6:00 a.m. On the day of
43 return lunch will be paid if the trip returns after 1:00 p.m. and dinner if the trip returns
44 after 6:00 p.m. For example, a trip that departed at 7:00 a.m. on Friday and returned at
45 10:00 p.m. on Saturday would qualify for lunch and dinner on Friday and breakfast,
46 lunch and dinner on Saturday. That would amount to \$28.00 on Friday and \$37.00 for
47 Saturday. The trip driver may request an advance prior to the trip by attaching a copy of
48 the trip ticket to the advance request and turning the request into the Transportation

1 Supervisor. No meal tickets will be required when per diem is received for an overnight
2 trip.

- 3
4 4. Week night trips, deliver/return and split trips would not qualify for meal
5 reimbursement.

6
7 **Section 7.12.5. Overnight Trips Compensation.**

8 On all overnight trips that occur Monday through Friday, the drivers shall be compensated one
9 hundred ninety dollars (\$190.00) for each twenty-four (24) hour period or part thereof. A
10 twenty-four (24) hour period is defined as that time running from midnight to midnight.
11 Driver's lodging and food shall be reimbursed. All overnight trips shall be assigned to regular
12 drivers on a rotating basis, provided that such drivers may have the option of rejecting such
13 trips without any effect on their extra trip assignments.

14
15 Overnight trips that include Saturday shall be compensated at two hundred eighty dollars
16 (\$280.00) for the period from midnight Friday to midnight Saturday or part thereof.

17
18 Overnight trips that include Sunday shall be compensated at four hundred sixty dollars
19 (\$460.00) for being on duty from midnight Saturday to midnight Sunday.

20
21 Sunday time shall be compensated based on quarters of the twenty-four (24) hour period from
22 midnight Saturday to midnight Sunday. Sunday time greater than 18 hours will be compensated
23 at the full twenty-four hour period rate. Sunday time greater than 12 hours and up to 18 hours
24 will be compensated at three-quarters of the twenty-four hour period rate (\$345.00). Sunday
25 time that is greater than 6 hours and up to 12 hours will be compensated at two-quarters of the
26 twenty-four hour period rate (\$230.00). Sunday time up to 6 hours will be compensated at one-
27 quarter of the twenty-four hour period rate (\$115.00).

28
29 Transportation Assistant(s), Classified Nurse(s) and/or Paraeducator(s) assigned an overnight
30 trip will receive the following compensation:

- 31 a. Transportation Assistants will receive eight percent (80%) of the compensation
32 figures that appear in Section 7.13.5.
33 b. Paraeducators will receive seventy-seven percent (77%) of the compensation figures
34 that appear in Section 7.13.5.
35 c. Classified Nurses will receive one hundred two percent (102%) of the compensation
36 figures that appear in Section 7.13.5.

37
38 **EXAMPLE:**

39 On all overnight trips that occur Monday through Friday, the Transportation Assistant will be
40 compensated one hundred fifty-two dollars (\$152.00). On all overnight trips that occur on
41 Saturday, the Transportation Assistant will be compensated two hundred twenty-four dollars
42 (\$224.00) for the period of midnight Friday to midnight Saturday or part thereof. On all
43 overnight trips that occur on Sunday, the Transportation Assistant will be compensated three
44 hundred sixty-eight dollars (\$368.00) for being on duty from midnight Saturday to midnight
45 Sunday or based on quarters of the twenty-four (24) hour period from midnight Saturday to
46 midnight Sunday.

1 On all overnight trips that occur Monday through Friday, the Paraeducator will be compensated
2 one hundred forty-six dollars and thirty cents (\$146.30). On all overnight trips that occur on
3 Saturday, the Paraeducator will be compensated two hundred fifteen dollars and sixty cents
4 (\$215.60) for the period of midnight Friday to midnight Saturday or part thereof. On all
5 overnight trips that occur on Sunday, the Paraeducator will be compensated three hundred fifty-
6 four dollars and twenty cents (\$354.20) for being on duty from midnight Saturday to midnight
7 Sunday or based on quarters of the twenty-four (24) hour period from midnight Saturday to
8 midnight Sunday.

9
10 On all overnight trips that occur Monday through Friday, the Classified Nurse will be
11 compensated one hundred ninety-three dollars and eighty cents (\$193.80). On all overnight
12 trips that occur on Saturday, the Classified Nurse will be compensated two hundred eighty-five
13 dollars and sixty cents (\$285.60) for the period of midnight Friday to midnight Saturday or part
14 thereof. On all overnight trips that occur on Sunday, the Classified Nurse will be compensated
15 four hundred sixty-nine dollars and twenty cents (\$469.20) for being on duty from midnight
16 Saturday to midnight Sunday or based on quarters of the twenty-four (24) hour period from
17 midnight Saturday to midnight Sunday.

18
19 Overnight trips will end at the completion of the driving portion when the driver has returned to
20 BASE (verified through Zonar). BASE is defined as the LTC. Any additional time needed for
21 fueling and cleaning that fall into the next twenty-four (24) hour period or into the next quarter
22 day on Sunday will be paid at the appropriate hourly rate for that day.

23
24 **Section 7.12.6. Charter Buses. (See MOU for 9/1/17-8/31/18)**

25 Recognizing that the primary mission of the Transportation department is to transport students
26 to and from school, the Administration will determine whether or not personnel and equipment
27 are available to do a trip. When either personnel or equipment are not available to do a trip, the
28 District is entitled to retain outside services. When it is determined that either personnel and/or
29 equipment is not available for a specific trip request, the transportation supervisor will meet
30 with two (2) identified driver representatives to review the situation with them and provide the
31 opportunity for them to ask questions and seek clarification prior to the supervisor responding
32 to the fieldtrip request.

- 33
34
- 35 1. When available, Central Valley school buses and drivers will be used for trips within
36 the Greater Inland Empire, which is defined as in Washington, east of the Cascades,
37 Northern Idaho, Northeast Oregon, and Western Montana specifically Missoula and
38 Kalispell.
 - 39 2. When the trip destination is outside the Greater Inland Empire, the selection of a yellow
40 or charter bus shall be the choice of the individual school. When a charter bus is
41 selected, the District will pay ninety (90) percent of the cost of the yellow bus; the
42 remainder of the cost will be paid by ASB, Boosters, or students.
 - 43 3. When a trip is in the Greater Inland Empire and a charter bus is selected, the District
44 will pay ninety percent (90%) of the cost of the yellow bus; the remainder of the cost
45 will be paid by ASB, Boosters, or students. On a District-wide basis, charter bus
46 transportation within the Inland Empire shall be used for no more than six (6) “events”
47 during the school year. For the purposes of determining the number of “events” for
48

1 which charter bus transportation is used, one or more buses traveling roundtrip to a
2 function at a particular destination from a specific District school shall be considered a
3 single “event”. If one or more buses travel roundtrip to that same function and
4 destination from a different school, it shall be considered a separate “event”. Further, if
5 two separate teams or groups from the same District school travel by charter bus
6 transportation to the same destination (e.g., boys and girls teams both qualifying for
7 regional playoffs to be held at the same destination at the same time), it shall be
8 considered two separate “events.” Item #3 does not apply to trips to Silverwood. Trips
9 to Silverwood will only be chartered if Item #1 applies. A yellow school bus shall be
10 used for all events over six (6) trips in the Greater Inland Empire, provided that
11 equipment and personnel are available.

- 12
- 13 4. Durham, First Student or other similar school bus operations will not be used for charter
14 services.
- 15
- 16 5. When using a Charter bus, school personnel will access carriers with a District
17 approved carrier profile.
- 18
- 19 6. The trip approval process currently in use will continue to be used.
- 20
- 21 7. The trip request form indicates required timelines, loading, departure and return times,
22 and whether or not a charter is approved.
- 23

24 **Section 7.12.7. Maxi Vans.**

25 Maxi vans are exempt from extra trip assignments.

26

27 **Section 7.12.8. Special Services Routes.**

28 Special Services Route Bus Drivers are required to contact parents at least two (2) days before
29 the beginning of the school year and set up the times that they will be arriving at their homes to
30 pick up their children. Drivers will be allowed up to six (6) non-overtime hours at the
31 beginning of the school year to accomplish this task. These six (6) hours may be split with the
32 Transportation Assistant if the task is shared. All time will be recorded on a separate timesheet.

33

34 Route maps shall be updated with the office within the first two (2) weeks of the beginning of
35 the school year.

36

37 Special Services Route Bus Drivers are required throughout the year to route and contact new
38 parents as to pick-up times and approximate drop-off times. This information shall be updated
39 in the route books as soon as possible after the information is received. Drivers will be
40 expected to do this routing during their paid down times throughout the day. Time spent in
41 excess of paid down time when needed due to changes in routes will be recorded on a separate
42 timesheet as extra time. Route books will be kept up to date with each addition or deletion of
43 any students.

44

45 Midday Bus Drivers that have a regular ed AM & PM route will be allowed two (2) hours of
46 non-overtime extra pay at the beginning of the year for setting up and contacting parents of the
47 students.

48

1 All Bus Drivers shall have up to two (2) non-overtime hours, in addition to any other allocated
2 time found in the current CBA, to prepare their bus before the start of school in the fall.
3
4

5 **Section 7.13. Nutrition Services Provisions.**
6

7 **Section 7.13.1. Covering Absences in a Kitchen.**

8 In the event that an employee is absent the lead fills the position by seniority as follows:
9

- 10 • Most senior employee moves into the vacant position.
- 11 • Everyone would move up according to seniority that day and the least senior person's
12 position would be subbed out.

13
14 In the event that the district is not able to obtain a substitute for a kitchen the following occurs:
15

- 16 • The lead will distribute the hours of the open position by seniority. Employees are not
17 allowed to exceed eight (8) hours in a day.
18

19 **Section 7.13.2. Catering.**

20 Nutrition Services Staff who would like to be placed on the catering employee list for the
21 opportunity to work after-hours off-site catering events will complete the following process:
22

- 23 1. Employees will receive a memorandum at the beginning of the year via e-mail to the
24 kitchen lead announcing the opportunity for staff in that kitchen to sign up to be placed on
25 the catering employee list. The employees will have until October 1 to turn the form into
26 the Nutrition Services Supervisor.
27
- 28 2. The list will be organized by seniority, kept in the Nutrition Services Supervisor's office
29 and the list will continuously rotate from the most senior on the list to the least senior on
30 the list and back to the most senior again.
31
- 32 3. During work hours contact shall be made by telephone to the employee's kitchen and the
33 department shall continue calling until the department has made personal contact with the
34 employee. During non-work hours, contact shall be made by telephone one time to the
35 number listed on the form that is filled out by the employee. If the most senior employee
36 does not answer the phone, the department shall proceed down the seniority list until an
37 employee accepts the assignment. The department shall document attempted contacts with
38 the date and time of each attempted contact and the response of each employee contacted
39 until the assignment is accepted.
40
- 41 4. An employee who signed up for extra work may decline the assignment. If an employee is
42 unavailable, the Nutrition Services Supervisor or designee shall go to the next name on the
43 list and the rotation down the list shall continue.
44
- 45 5. The exception to using the rotation list process is when a school is sponsoring an event
46 within their building. In that event, the staff in that particular kitchen shall be offered, by
47 seniority, any available extra time without reference to the rotation list.
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ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1. Holidays.

Section 8.1.1. Paid Holidays.

All employees shall receive the following paid holidays that fall within their work year:

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

Employees who work two hundred-sixty (260) days, twelve (12) months, are eligible to receive pay for all of the above listed holidays. The work year is defined as September 1 through August 31.

Employees, who work one hundred-ninety (190) days or more, are eligible to receive pay for all of the above listed holidays with the exception of Independence Day, July 4. The employee's work year is defined as one hundred ninety (190) days or more as their scheduled days between August 1 and June 30 annually.

Employees who work one hundred and eighty-nine (189) days, during the school year, are eligible to receive pay for all of the above listed holidays with the exception of Independence Day - July 4, and Labor Day. The work year for these employees starts on the first day of school in each year and ends on the last day of school annually. In the event that a one hundred and eighty-nine (189) day employee is directed in writing by his/her immediate supervisor to attend mandatory training or meetings or required to begin work before Labor Day, the employee will be paid for the holiday as provided for in Section 8.1.2. Unworked Holidays. For school year employees optional meetings, events, or other opportunities to work that are accepted by a school year employee and are not mandatory do not constitute eligibility to receive pay for the Labor Day holiday.

Employees who accept a seasonal position as listed in Article XII and Schedule A and work the majority of the days between the end of the school year and August 31, will receive pay for both the Independence Day holiday and the Labor Day holiday as provided for in Section 8.1.2. Unworked Holidays.

Section 8.1.2. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their current rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked or is on compensated leave, either his/her last scheduled shift on the workday immediately preceding the holiday or his/her first scheduled shift on the workday immediately succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement shall occur if the employee can furnish proof satisfactory to the District that because of illness he/she was unable to work on either of



1 such shifts, and his/her absence previous to such holiday, by reason of such illness, has not
2 been longer than thirty (30) regular workdays.

3
4 Those employees having an alternate work schedule shall receive pay equal to their daily shift
5 as defined in Article VII, Section 7.1 at their current rate at the time the holiday occurs. Should
6 the holiday fall on a regularly scheduled workday for the employee with the alternate work
7 schedule and this results in a loss of pay for the week, the employee shall be given the
8 opportunity to make up hours for the loss of pay within that week. This will be done through
9 coordination with the employee's supervisor.

10
11 **Section 8.1.3. Worked Holidays.**

12 Employees who are required to work on the above described holidays shall receive the pay due
13 them for the holiday, plus twice their current rate for all hours worked on such holidays, unless
14 the employee starts to work at 10:00 p.m. or thereafter on that date.

15
16 **Section 8.1.4. Holidays During Vacation.**

17 Should a holiday occur while a twelve-month employee is on vacation, the employee shall be
18 allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

19
20 **Section 8.1.5. Wednesday before Thanksgiving.**

21 The Wednesday before Thanksgiving will be an early release day for students and employees.
22 On the early release day classified employees whose assigned work schedule will be affected
23 by the early release may elect to use one of the options below:

- 24 1. Work the full shift under the direction of the principal or department supervisor; or
- 25 2. Use vacation time or personal leave if available; or
- 26 3. Use unpaid leave with prior notification to the supervisor for this day only.

27
28 All employees who do not work their regularly assigned shift must submit both a timesheet and
29 report of employee absence. The time reported on both the timesheet and the report of
30 employee of absence must match.

31
32 Note: The employee will not be allowed to work the hours that will be missed due to early
33 release in advance of the early release day.

34
35 **Section 8.2. Vacations for Twelve-Month Employees.**

36
37 **Section 8.2.1. Vacation Accrual.**

38 Employees subject to this Agreement accrue vacation/vacation pay as follows:

<u>Years of Service</u>	<u>Workdays</u>
39 1 st Year	5
40 2-5	10
41 6-12	15
42 13-17	20
43 18	21
44 19	22
45 20	23
46 21	24
47 22	25

1 **Section 8.2.2. Anniversary Date.**

2 Vacation years of service for twelve (12) month employees shall be credited on a common
3 anniversary date of September. Vacation days shall be posted to the employee's account on
4 September 1 and March 1. All such employee's accrued vacation shall be initially prorated
5 from their respective hire date to the common anniversary date of September 1, 1988.
6

7 **Section 8.2.3. Vacation Accrual Limit.**

8 This section applies to twelve (12) month employees only. Any accrued vacation beyond 25
9 days must be used by August 31. Any vacation in excess of 25 days will be lost on August 31.
10 No employee shall be denied accrued vacation benefits due to District needs. Upon resignation
11 from a twelve (12) month position or retirement, accrued vacation up to 25 days shall be cashed
12 out.
13

14 **Section 8.2.4. Vacation Usage.**

15 Twelve (12) month employees may take vacation at any time which does not disrupt the
16 required activities of the District, as determined by the District Administration. Employees
17 shall have written approval of the supervising administrator prior to being on vacation.
18

19 **Section 8.3. Vacation for Less than 12 Month Employees.**

20 Less than twelve (12) month employees subject to this Agreement shall be granted vacation pay in
21 accordance with the schedule set forth in Section 8.2.1 prorated according to their full-time-equivalent
22 factor.
23

24 Example: Hours Worked / 2,080 hours X 100% of full-time equivalent
25

26 This section shall not apply to employees working less than six hundred thirty (630) hours per year
27 with the following exception: an employee who is scheduled to work at least six hundred thirty (630)
28 hours per year that separates from employment mid-year shall be granted vacation pay in accordance
29 with this section.
30

31 Payment for less than twelve (12) month employees' vacation shall be considered as compensation in
32 addition to Schedule A.
33

34 Hours worked shall include regular hours, in-service hours, extra hours before overtime, and approved
35 paid sick leave, personal leave, and bereavement leave. Overtime hours shall not be included in the
36 computation.
37

38 **Section 8.3.1. Pay for Vacation Credit.**

39 Employees who work less than twelve (12) months per year shall receive payment for accrued
40 vacation credit with their June paycheck.
41

42 Any employee who is discharged or who terminates employment shall receive payment for
43 unused accrued vacation credit with their final pay.
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ARTICLE IX

LEAVES

Section 9.1. Illness, Injury and Emergency (Hereinafter Referred to as “Sick Leave”).

Section 9.1.1. Allocation of Sick/Emergency Leave.

At the beginning of each school year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days for illness, injury, and emergency. Employees who work less than a full school year (180 days) shall be credited with sick leave based on a proration of their work calendar. Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days or as provided by law. Sick leave benefits shall be paid on the basis of current hourly rate applicable to the employee’s normal daily work shift; provided, however, that should an employee’s normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee’s normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Sick leave allocation for the current year shall be adjusted for the remainder of the year based on the employee’s daily work shift on December 1 of the current year.

Sick leave may be used to care for a child of the employee with a health condition that requires treatment or supervision or for a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition in accordance with state or federal law. Further it may be used for the illness or death of a relative of the employee and/or someone with whom the employee has a close personal relationship.

By definition emergency leave will be considered as a subset of “Sick Leave”.

The following conditions apply to emergencies:

1. The problem has been suddenly precipitated.
2. Preplanning is not possible.
3. Preplanning cannot relieve the necessity for the employee's absence.
4. The problem is not minor or of mere convenience, but of a serious nature; and
5. Auto trouble shall not be considered an emergency except in case of an accident.

Section 9.1.2. Workman’s Compensation.

Each employee has the right to exercise the option of reimbursing the District monies paid by the ESD Cooperative for Workman’s Compensation time loss. Such reimbursement shall restore sick leave accrued to such employee on a pro rata basis of the reimbursement. However, any reinstated sick leave can’t be reused for additional Workman’s Compensation time loss.

Section 9.1.3. Family Medical Leave.

Under the federal Family Medical Leave Act (FMLA), the Washington Family Leave Act (FLA), the Washington State Human Rights Commission Laws, the Washington Family Care Act (FCA), and District Policy/Procedure 5404, employees have certain rights and protections, most of which run parallel with the provisions outlined in Sections 9.1.1, 9.3, 9.3.1, 9.3.2, 9.3.3, 9.3.4, and 9.4. With the exception of FMLA, which extends medical benefits up to 12



1 weeks for qualifying employees who have exhausted their paid leave or exhaust it during their
2 leave period, none of the above laws provide for additional paid family leave time. It is
3 encouraged that employees review their family medical leave rights with Human Resources.
4

5 The eligibility threshold for PSE employees who are not 260 day employees will be eight-
6 hundred fifty (850) hours worked in the preceding twelve (12) month period rather than one
7 thousand two-hundred fifty (1250) hours worked as noted in FMLA regulations.
8

9 **Section 9.1.4. Annual Buy-Out of Accumulated Sick Leave (Policy 5401).**

10 In January of the year following any year in which a minimum of sixty (60) days of sick leave
11 is accrued, and each January thereafter, any eligible employee may exercise an option to
12 receive remuneration for unused sick leave accumulated in the previous year at a rate equal to
13 one (1) day's monetary compensation of the employee for each four (4) full days of accrued
14 sick leave in excess of sixty (60) days. Sick leave for which compensation has been received
15 shall be deducted from accrued leave at the rate of four (4) days for every one (1) day's
16 monetary compensation.
17

18 At the time of separation from School District employment an eligible employee or the
19 employee's estate, as defined in RCW 28A.400.210, shall receive remuneration at a rate equal
20 to one (1) day's current monetary compensation for each four (4) full days of accrued sick
21 leave. Such accrual shall not exceed one hundred eighty (180) days unless otherwise provided
22 by statute. (Refer to Central Valley School District Board Policy 5401.)
23

24 **Section 9.1.5. Sick Leave Sharing.**

25 Employees may participate in sick leave sharing program in accordance with State approved
26 regulations.
27

28 **Section 9.1.6. Sick Leave Conversion to VEBA at Retirement.**

29 The District has adopted the VEBA (Sick Leave Conversion Medical Reimbursement Plan -the
30 "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf
31 of all retiring employees in the collective bargaining unit who are eligible to participate in the
32 Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each
33 eligible employee shall be based on the conversion value of sick leave days accrued by such
34 employee available for contribution at retirement in accordance with the statute. The District
35 agrees to make contributions to the plan for the Annual Sick Leave Cash-out on behalf of all
36 employees who have a sick leave balance of at least 180 earned days as of the first day of the
37 contract year. Contributions on behalf of each eligible employee shall be based on the
38 conversion value of sick leave days accrued by such employee available for contribution with
39 the Annual Sick Leave Cash-out in accordance with the statute. Once an employee becomes
40 eligible, the option of cash or continued accrual of sick leave days beyond 180 is not permitted.
41 It is understood that all eligible employees will be required to sign and submit to the District a
42 hold harmless agreement complying with the statute. This hold harmless agreement will waive
43 any claims against the District and the bargaining unit. If an employee fails to sign and submit
44 such agreement to the District, he/she will not be permitted to participate in the Plan at any time
45 during the term of this Agreement, and any and all excess sick leave which in the absence of
46 the Agreement would accrue to such employee during the term hereof shall be forfeited
47 together with all cash-conversion rights that pertain to such excess sick leave.



1 For purposes of retirement, contributions to the Plan, all employees covered by the Agreement
2 who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the
3 unused sick leave days accruing to the credit of such employee from the date of this
4 Agreement.

5
6 This VEBA provision shall be reopened annually.

7
8 **Section 9.2. Personal Leave.**

9 Prior approval from building/department supervisor is required. Each full-time (260 day) employee
10 shall be entitled to four (4) days of personal leave; and each less than full-time employee shall be
11 entitled to three (3) days of personal leave, cumulative to a maximum of 5 days, with full pay and the
12 following limitation of use:

- 13
- 14 • Personal leave cannot be used during the first and last week of school.
- 15 • Employee must provide at least forty-eight (48) hours prior notification to supervisor of intent
16 to use personal leave.
- 17 • Use of personal leave to extend a holiday or break will be on a first-come, first-served basis and
18 dependent on the availability of a substitute.
- 19

20 If the days are unused the employee shall have the option to: (1) Cash in personal leave days at the
21 end of his/her work year (June or August) at the substitute rate of pay in his/her category, or (2) work
22 two [2] additional days and receive two [2] additional days of full pay at his/her current rate of pay –
23 applies only to employees who are assigned to work less than 260 days. Personal leave for those
24 employees having an alternate work schedule shall be allocated based upon their average daily shift as
25 defined in Article VII, Section 7.1. Personal leave allocation for the current year shall be adjusted for
26 the remainder of the year based on the employee's daily work shift on December 1 of the current year.

27
28 **Section 9.2.1. Unpaid Leave.**

29 Employees are not entitled to unpaid leave; however, in unique circumstances or opportunities,
30 employees may request time off without pay when all Personal Leave has been exhausted. Pre-
31 approval is required. Requests for unpaid leave shall be submitted in writing to the Human
32 Resources Department with a copy to the Principal/Supervisor at least two (2) weeks prior and
33 approval shall be coordinated with the Human Resources (HR) office. The approved request
34 letter from HR must accompany the employee's absence report.

35
36 **Section 9.3. Bereavement Leave.**

37 Each employee shall be entitled to up to five (5) days per occurrence of bereavement for a death in the
38 immediate family which is defined as: mother, father, spouse, child, sister, brother, grandparents,
39 grandchild, parents or grandparents of the employee's spouse or brother in-law or sister in-law.
40 Employees may use sick leave, personal leave or vacation leave for bereavement of those not defined
41 above.

42
43 In cases where the bereavement leave requires extensive travel (up to one (1) full day in either
44 direction), the superintendent/designee may grant up to two (2) additional days on a case-by-case basis.

1 **Section 9.4. Maternity Leave.**

2 Maternity Leave will be granted in accordance with the Family Medical Leave Act (FMLA) and the
3 Washington Family Leave Act (FLA). In addition, the following will apply:
4

5 **Section 9.4.1. Notification.**

6 An employee shall notify the Director of Human Resources, in writing, the expected date of birth
7 of the child at least thirty (30) days before that date. If the birth of a child requires leave to begin
8 in less than thirty (30) days, an employee shall provide notice as is practicable.
9

10 **Section 9.4.2. Request for Leave of Absence.**

11 Maternity leave covers employee absence after the birth of the baby and the employee is eligible
12 for sick leave until released by physician. If, on the advice of the physician, the employee requires
13 leave prior to the birth of the baby, such leave will be considered medical leave. If additional
14 time is needed/desired, the employee may request a leave of absence, without pay, for family
15 reasons.
16

17 **Section 9.4.3. Return from Maternity Leave of Absence.**

18 An employee may return to work from a maternity leave at any time after the birth of the child,
19 provided she has a release from her physician; the exact date to be determined between the
20 employee and the District.
21

22 **Section 9.4.4. Non-Birth Parent Leave.** A non-birth parent, upon request, shall be granted Non-
23 Birth Parent in accordance with the FMLA leave provisions.
24

25 **Section 9.5. Adoption Leave.**

26 Employees, upon request, shall be granted Adoption leave in accordance with the FMLA leave
27 provisions.
28

29 **Section 9.6. Judicial Leave.**

30 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
31 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
32 required presence in court. In the event that an employee is a party in a court action, such employee
33 may request a leave of absence without pay. A copy of the jury summons or subpoena shall be attached
34 to the employee's report of absence form. Additional documentation of days served may be required.
35

36 **Section 9.7. Leave of Absence.**

37 **Section 9.7.1. Request Process.**

38 A leave of absence request will be presented to the immediate supervisor and processed
39 through administrative channels to the Superintendent/designee; and upon approval of the
40 Board of Directors, an employee may be granted an extended leave of absence without pay, for
41 a period not to exceed one (1) calendar year; provided, however, that if such leave is for
42 extended illness or injury, an additional one (1) calendar year of leave may be granted.
43 Extended leaves may be granted for exceptional circumstances. This position will be posted
44 and filled as per Section 10.5.1 of this contract.
45
46
47
48

1 **Section 9.7.2. Returning from Leave of Absence.**

2 The returning employee will be assigned to the position occupied before the leave of absence,
3 or if the position is not available in the District, to a position substantially equal. Employees
4 hired to fill positions of employees on leave of absence shall be informed of this provision by
5 the District.
6

7 **Section 9.7.3. Status during Leave of Absence.**

8 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
9 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
10 the employee is on leave of absence; provided, however, that if such leave is approved for
11 extended illness or injury, seniority shall accrue.
12

13 **Section 9.7.4. Military Leave.**

14 The District shall remain in compliance with USERRA regulations and District policies.
15
16

17 **ARTICLE X**

18 **PUBLICATION OF POSITIONS**
19
20
21

22 **Section 10.1. Posting Positions.**

23 The District shall post for a minimum of five (5) workdays any new or open positions within five (5)
24 workdays after the District is apprised of the opening. Such positions shall be filled or the position
25 shall be eliminated within fifteen (15) workdays following the closure of the posting. The time lines, as
26 above, may be extended under unusual circumstances upon mutual consent of the parties. A copy of all
27 job postings shall be forwarded to the President of the Association and each work site., Job postings
28 are also on the district website (www.cvsd.org), and at the receptionist’s desk at the Learning &
29 Teaching Support Center.
30

31 Should the elements of a posted position change (i.e. change in hours, change in requirements for the
32 position, location, training available for the position, etc.) the job posting will be revised and the
33 position will be reposted with a new closing date.
34

35 **Section 10.2. Assignment Adjustments.**

36 It is understood that assignments may be adjusted or abolished at any time during the school year
37 based on variables such as reduction of students in a given program or location or determination that a
38 position is no longer required. The provisions of Sections 7.2, 10.5, 12.1.1, and 12.1.2 shall be
39 applicable to assignment adjustments made after thirty (30) workdays following the first day of school.
40

41 **Section 10.3. Reopening of a Current Position.**

42 Employees who occupy a position which is being reopened for bid shall receive written notification of
43 that opening.
44

45 **Section 10.4. Exclusions to Postings.**

46 Existing positions with an increase in hours of work of sixty (60) minutes or less, or a decrease in
47 hours of thirty (30) minutes or less for pay purposes, within a given year, shall not be considered open
48 and shall not have to be posted.



1 Paraeducators will be an exception...these employees' work hours may be increased or decreased up to
2 sixty (60) minutes per workday without posting or displacement (see Section 12.1.3. Paraeducator
3 Displacement).

4
5 **Section 10.4.1. Additional Time Up to One Hour.**

6 When additional time up to one (1) hour is available within the school or department, the
7 following process shall be used:

- 8
9 1. Offer the available time to the most senior employee in the same SJC classification in
10 the building or department (see Section 10.4).
11
12 2. If the senior same SJC employee has like time and would like to trade for equal time
13 available, he/she may trade (i.e. .5 hour for .5 hour) and Section 11.8 would apply.
14
15 3. If time is vacated by the senior employee, that time shall then be offered to the next
16 senior employee in the same SJC.
17
18 4. If no employee within the building or department is available or accepts the time, the
19 district may post the time according to Section 7.1.1.
20

21 If no senior employee within the School Assistant classification is available, the time may be
22 offered to an out-of-category employee with availability in his/her work schedule in the
23 building according to District hire date.
24

25 **Section 10.5. Modification of a Current Position**

26 When a position is modified (reclassified...salary, title, job description), the person in the modified/
27 reclassified position shall be retained in that position, and the position shall not be posted for bid until
28 the person vacates the position.
29

30 **Section 10.6. Temporary Positions.**

31 An employee who acquires a temporary position in another classification will be given a new seniority
32 date in that classification and maintain their seniority date in the new classification for one year after
33 the temporary position ends.
34

35 A substitute who acquires a temporary position from a posted position will be given a hire date which
36 they will retain for one year after the temporary position ends unless they successfully bid into a
37 permanent position.
38

39 **Section 10.6.1. Temporary Assignment to Cover a Leave of Absence.**

40 When a position requires coverage during a leave of absence, the position will be posted as a
41 temporary position within the district. Qualified candidates will be awarded the position per Section
42 11.7 of this agreement. If an employee is awarded a temporary position, he/she will be returned to
43 his/her original position at the conclusion of the temporary job. The employee's original position
44 may be filled by a substitute for the duration of the temporary position, in which case, a seniority
45 date will not be assigned for the substitute.
46
47
48

1 **Section 10.7. Position Review.**

2 An employee may request of the Executive Director of Human Resources the review of their
3 classification or level provided the following conditions are met:

- 4
- 5 1. A major function has been added to the employee’s position that changes the level of
6 responsibility or skills required.
- 7
- 8 2. The position requires significant higher levels of knowledge or skills than the current job
9 description.
- 10
- 11 3. The position requires a higher level of responsibility in decision-making or a higher level of
12 authority not in the present classification level.
- 13

14 The Executive Director of Human Resources shall provide a copy of any request to the PSE Chapter
15 President. The Executive Director of Human Resources shall then make a recommendation to the
16 Superintendent for a final decision. Requests must be turned in by January 15 of each year. Requests
17 will be reviewed annually by March 31. Employees will be given a written response including
18 rationale for any denial. Approved changes will be implemented at the beginning of the following
19 school year. Those not granted classification/level change may re-apply after two years.

20
21
22
23 **ARTICLE XI**

24
25 **PROBATION AND SENIORITY**

26
27 **Section 11.1. Probation.**

28 Each new hire shall remain in a probationary status for a period of not more than sixty (60) scheduled
29 workdays from the date of hire exclusive of holidays. During this probationary period the District may
30 discharge such employee at its discretion.

31
32 **Section 11.1.1. New Position during Probation.**

33 New hires will be permitted to accept a new position once during their probationary period. If
34 the position is in a new location or classification, the probationary period may be extended in
35 order to provide a minimum of twenty (20) workdays in the new position.

36
37 **Section 11.2. Completion of Probation.**

38 Upon completion of the probationary period, the employee shall be subject to all rights and duties
39 contained in this Agreement retroactive to the hire date.

40
41 **Section 11.3. District Hire Date.**

42 The date on which the employee began continuous daily employment shall be used for purposes of
43 calculating district experience and vacation and shall hereinafter be known as the district hire date.

44
45 The General Job Classification (GJC) seniority date shall be applicable to all seniority rights within
46 this agreement. Seniority rights shall be lost as hereinafter provided.



1 **Section 11.3.1. Seniority Date.**

2 Principals will offer ALL jobs to employees, new hires and employees accepting time in a new
3 category in writing. The employee/new hire’s seniority date will be the day that the
4 employee/new hire begins that job, and if more than one person has the same seniority date, the
5 order of seniority for that date will depend upon the time and date the employee/ new hire
6 returns their job offer letter to the Human Resources Department. This information will be
7 included in the job offer letter and submission by electronic means is acceptable. Human
8 Resources will “time and date” stamp the job offer when it is returned by the employee/new
9 hire to determine the proper order of seniority.

10
11 If there is no employee with seniority in the Seasonal SJC, the employee with the earliest
12 district hire date shall have preferential rights within the General Job Classification (GJC) for
13 which he/she is qualified.

14
15 **Section 11.4. Seniority Lost.**

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

- 17
18 A. Resignation;
19 B. Discharge for justifiable cause;
20 C. Retirement; or
21 D. Change in job classification within the bargaining unit, as hereinafter provided.

22
23 **Section 11.4.1. Retention of Seniority within Classification.**

24 Employees who change job classifications within the bargaining unit shall retain their General
25 Job Classification seniority date in the previous classification for a period of one (1) year,
26 notwithstanding that they have acquired a new General Job Classification hire date.

27
28 **Section 11.5. Seniority Retained.**

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

- 30
31 A. Time lost by reason of industrial accident or industrial illness or judicial leave;
32 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
33 United States; or
34 C. Time spent on other authorized leaves of absence, not to exceed one (1) year.

35
36 **Section 11.6. Seniority within General Job Classification (GJC)**

37 Seniority rights shall be effective within the General Job Classification (GJC). As used in this article,
38 General Job Classifications are: Secretarial/Clerical; Paraeducators; School Assistants; Nutrition
39 Services; Transportation; Custodial; Maintenance; Technical; ECP Program; Seasonal and Summer
40 School. Note that ECP seniority shall first be effective within the Sub Specific Job Classification
41 (SSJC), then within the Specific Job Classification (SJC) and then in the General Job Classification
42 (GJC). Seniority for the Transportation Classification will be first within the Specific Job
43 Classification (SJC), then within the General Job Classification (GJC).

44
45 **Section 11.6.1. Grandfathered Custodial/Maintenance.**

46 Grandfathered employees (Custodial/Maintenance) hired prior to September 1, 1984 shall
47 receive seniority in both the Custodial and Maintenance classifications.



1 **Section 11.6.2. Grandfathered Paraeducators and School/Transportation Assistants.**

2 Grandfathered employees (Paraeducators and School/Transportation Assistants) hired prior to
3 September 1, 1999 shall receive seniority in both the Paraeducator and School/Transportation
4 Assistant classifications. A new seniority date in the Transportation classification effective
5 September 1, 2008 will be in a new SJC VIII – Transportation Assistant. A current employee
6 will use his/her SA date as the seniority placement date in the new SJC.
7

8 **Section 11.6.3. Special Placement.**

9 The District and the Association shall agree to the special placement of an employee on a case
10 by case basis.
11

12 **Section 11.7. Preferential Rights Within a School or Department.**

13 The employee at a given school or within a department with the earliest General Job Classification
14 seniority date shall have preferential rights regarding shift selection, vacation periods and special
15 assignments (for all classifications not included in Section 11.7.1). In the event an employee in that
16 GJC is not available at the given school or department, the assignment may be offered in another GJC
17 at the given school or department.
18

19 The employee with the earliest GJC seniority date shall have preferential rights regarding promotions
20 and/or assignment to new or open jobs or positions when ability and performance are substantially
21 equal with those individuals junior to him/her. If the District determines that seniority rights should not
22 govern because a junior employee possesses ability and performance substantially greater than a senior
23 employee or senior employees, the District shall set forth, in writing, to the employee or employees
24 and the organization’s grievance committee chairperson, its reasons why the senior employee or
25 employees have been bypassed.
26

27 **Section 11.7.1. Additional Work Outside of School or Department.**

28 In the event of an overtime assignment for custodians, transportation and nutrition services, that
29 no employee in the given school or department accepts, the school or department shall offer the
30 additional time, special assignment or overtime assignment to the most senior person on the
31 district seniority list for the applicable GJC who have contacted the district within the first
32 thirty (30) work days of the school year or new date of hire and asked that their names be added
33 to the calling list voluntarily. Employees will provide the district with a phone number where
34 he/she may reasonably be contacted.
35

36 Attempts to contact shall be made by telephone one time. If the most senior employee does not
37 answer the phone, the school shall proceed down the seniority list in the applicable GJC until
38 an employee with GJC seniority accepts the assignment. The school shall document attempted
39 contacts with the date and time of each attempted contact and the response of each employee
40 contacted until the assignment is accepted.
41

42 If no employee on the list in the applicable GJC accepts the assignment the school shall request
43 a substitute.
44

45 **Section 11.7.2. Out of Category.**

46 If no employee in the General Job Classification has applied for a posted position and an
47 employee in another General Job Classification applies, that employee’s application and
48 personnel file shall be reviewed to determine whether or not he/she meets the stated

1 qualifications. Out-of-category employees who meet the position qualifications shall be given
2 full consideration.

3
4 **Section 11.8. Trial Service.**

5 A trial service period of forty (40) workdays shall be required when a permanent employee assumes a
6 new position or makes a lateral move* to a position at a different location. The time lines, as above,
7 may be extended under unusual circumstances upon mutual consent of the parties.

8
9 *In the Transportation Department this provision applies to bus drivers moving from a regular route to
10 a Special Education route only, not moving from a regular route to another regular route.

11
12 The trial service period provides an opportunity for: (a) the supervisor to observe, supervise and
13 evaluate the employee's work in the new position; (b) the employee to experience the responsibilities
14 of the new position without jeopardizing his/her employment in the District.

- 15
16 A. An employee in a trial service period will be evaluated by the supervisor at the end of twenty
17 (20) workdays and forty (40) workdays, ONLY if the employee is experiencing problems with
18 transition to the new position. These evaluations will be done utilizing the regular classified
19 evaluation form for the position.
20
21 B. Return to an employee's former position due to unsatisfactory evaluations by the supervisor
22 must be preceded by:
23
24 1. Written notification on the evaluation form detailing deficiencies in performance which
25 shall include the specific changes/improvement required; AND
26
27 2. A reasonable time and opportunities for the employee to remedy the identified
28 deficiencies.

29
30 Should an employee be returned to his/her former position due to unsatisfactory performance in the
31 Trial Service period, all employees affected by the move will return to their previous assignments.

32
33 If, by the end of ten (10) workdays or less, the trial service period does not prove satisfactory for the
34 employee, the employee shall provide the Human Resources a written request to return to his/her
35 former position.

36
37 If an employee leaves a position during the Trial Service period, for whatever reason, the next senior
38 employee in the General Job Classification on the original posting will be offered the position. If there
39 is no senior employee available, the position will be re-posted.
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ARTICLE XII

LAYOFF

Section 12.1. Displacement.

In the event a position displacement is caused by, but not limited to, a layoff, position elimination, leave of absence, exercise of seniority rights, or a reduction in hours beyond the limits of Article X, Section 10.5, an employee so affected shall exercise the following options:

Section 12.1.1. Remain in Position.

The employee may elect to remain in the same position in the event that the position is still available; or

Section 12.1.2. Bump.

The employee may exercise his/her seniority rights by choosing to bump the least senior position in their sub-specific job category *(with equal hours and months) as hereinafter provided or, in the event that is not satisfactory, the employee may choose to bump the least senior employee within any specific job category for which he/she is qualified (with equal hours and months) within the general job classification as identified in Article XI, Section 11.6 and Section 12.3.1; or *(Equal Hours = same hours or the next lowest total daily hourly assignment). ECP employees may exercise their seniority rights by choosing to bump the least senior position in their specific job category *(with equal hours and months) as hereinafter provided or, in the event that is not satisfactory, the employee may choose to bump the least senior employee within their general job classification as identified in Article XI, Section 11.6, 11.6.2 and Section 12.3.1 provided he/she is qualified (with equal hours and months) (Equal hours = same hours or the next lowest total daily hourly assignment). The average daily shift for the employee with the alternate work schedule as identified in article VII, Section 7.1 shall be the basis of hours for bumping purposes.

See Section 7.13.1.2 for specific bumping procedure related to Transportation Extra Runs.

Section 12.1.3. Paraeducator Displacement.

The process described in this section will be used in the year-to-year reductions in Paraeducator assignments which occur to restructure from one school year to the next. It is not intended for reductions due to district budget needs or for positions reductions that might occur after the thirty (30) days referred to in Section 10.2. In lieu of the “bump” process referred to in Section 12.1 through 12.1.2 the following criteria will be utilized:

1. In one (1) school year a Paraeducator’s work hours may be increased or decreased up to one (1) hour per workday without posting or displacement. This will be done on a department/building basis; the senior Paraeducator who is qualified and can fit extra time into his/her work schedule will be awarded the available time. The least senior Paraeducator in the department/building, whose schedule can be reduced, may be cut up to one (1) hour.

If the department/building should find it necessary to reduce its total staffing hours or if a program is cut and/or deleted, it is the intent to eliminate a total position rather than reducing several positions on a piece meal basis.



- 1 2. The Association and potentially affected Paraeducator's will be notified in writing of
2 the potential for displacement and the positions to which they are currently assigned
3 before the end of the school year.
- 4
5 3. Beginning June 1 of each school year, the District will hold Paraeducator positions to
6 create a job pool for displaced Paraeducators. By the third (3rd) week in August, all
7 jobs held in the displacement pool and all vacancies due to resignation or retirement that
8 have been submitted to the District will be posted. Only "in category" candidates will
9 be considered for these postings. Jobs will continue to be posted "in category" as soon
10 as the District becomes aware of them through the tenth (10th) working day of the new
11 school year (closing date). All available jobs after ten (10) workdays and up to the date
12 of displacement shall be used in the displacement process. If a displacement is deemed
13 necessary, the process will take place as soon as possible after twenty (20) workdays in
14 the new school year, approximately September 30. If a Paraeducator who is notified that
15 they are potentially eligible for displacement bids into a new job and his/her previous
16 job is then kept intact prior to the first day of school, they will be given the option of
17 taking the new job or keeping their previous job. Whichever job they do not take will
18 then be posted.
- 19
20 4. All potentially displaced Paraeducators will report to their last work location at the
21 beginning of the school year with pay and benefits guaranteed from the previous year
22 (unless they bid on and were awarded a new position) until the Paraeducator
23 displacement process takes place, if necessary. During this time Paraeducators may be
24 used in the building as deemed necessary by the administration. During the entire
25 process, from the third (3rd) week of August on, these Paraeducators are expected to
26 apply for open positions which they are qualified for but the expectation only applies to
27 those positions that are comparable to the position they are losing.
- 28
29 5. The District will work with the Association in the assignment of displaced
30 Paraeducators. Paraeducators who are eligible to participate in the displacement process
31 may select any available open or new position by seniority. Paraeducators who cannot
32 attend the displacement process event may authorize a PSE officer to make an
33 appropriate selection for them. Paraeducators who do not attend the process or arrange
34 for a PSE officer to act for them will be placed on layoff.
- 35
36 6. If a Paraeducator's decrease in work hours changes his/her position below the eligibility
37 requirements for the PERS or SERS retirement system or group benefits, the
38 paraeducator is eligible to be awarded through the displaced list, a position comparable
39 to the last assignment which is eligible for the PERS or SERS retirement system or
40 group benefits.
- 41
42 7. If a Paraeducator turns down an offered position, the District is under no further
43 obligation. Following the rejection of a substantially equal position, the employee waives
44 his/her rights to further employment with the District.
- 45
46 8. The District may assign a current Paraeducator, temporary hours for up to sixty (60)
47 workdays, except when the temporary hours are due to a Paraeducator being on leave.
48 Said hours are not included as part of the Paraeducator's bid or assigned hours.

1 9. A Paraeducator shall not suffer the loss of one (1) hour or less on a consecutive basis for
2 more than three (3) years.
3

4 **Section 12.1.4. Layoff Election.**

5 The employee may elect to be placed on layoff status (see Section 12.2.).
6

7 **Section 12.2. Layoff.**

8 In the event an employee is placed on layoff status, the following regulations shall apply:
9

10 **Section 12.2.1. Reemployment List.**

11 In the event of layoff, an employee so affected shall be placed on a reemployment list
12 maintained by the District according to seniority. Such employee's seniority shall apply in the
13 filling of any new or open positions in the general job classification provided the employee is
14 qualified and senior to the applicants for the position. Names shall be maintained on the
15 reemployment list for two (2) years. After two (2) years, the employee may file a written notice
16 requesting to remain on the reemployment list one (1) additional year.
17

18 **Section 12.2.2. Address Notification.**

19 An employee on layoff status shall file his/her address, in writing, with the Human Resources
20 office of the District and shall thereafter promptly (within thirty [30] workdays) advise the
21 District, in writing, of any change of address. In the event an employee fails to notify the
22 District of such change and a position is filled (within the thirty [30] workdays), the employee
23 shall remain in layoff status and the position selection shall stand.
24

25 **Section 12.2.3. Forfeit of Rights.**

26 An employee shall forfeit all rights of reemployment as provided in Section 12.1 if the
27 employee does not comply with the requirements of Section 12.2.2, or if the employee does not
28 respond to the offer of reemployment within fifteen (15) workdays.
29

30 **Section 12.2.4. Rejection of Offer.**

31 An employee on layoff status who rejects an offer of reemployment, provided that such
32 employee is offered a position substantially equal to that held prior to layoff, shall be
33 considered to have voluntarily resigned and shall forfeit seniority and all other accrued benefits.
34

35 An employee in layoff status may substitute for the District at the substitute rate when
36 substitute positions are available and the employee meets the qualifications for the position.
37

38 **Section 12.3. Employee Groupings for Layoff Purposes.**

39
40 For the purpose of implementation of the Article, General Job Classification (GJC), Specific Job
41 Classification (SJC), and Sub-Specific Job Classification (SSJC) shall be defined as follows:
42

43 *GJC MAINTENANCE

44 SJC I Plumber, Electrician, Carpenter, Painter, Heating Control Specialist
45 SJC II Groundskeeper
46 SJC III General Maintenance Technician, HVAC-R Assistant
47 SJC IV Courier, Mail/NS Courier
48 SJC V Tractor/Mower Operator

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SJC VI Warehouse Assistant
SJC VII Sanitation Truck Driver
SJC VIII Telecommunication Technician
SJC IX Instrument Courier
SJC X Truck Driver: Maintenance

***GJC CUSTODIAL**

SJC I Head Custodian – High School
SJC II Head Custodian – Elementary
SJC III Head Custodian – Middle School
SJC IV Custodian
SJC V Laundry/Uniform Maintenance Specialist

***GJC TECHNICAL**

SJC I Technology Support Specialist
SJC II Computer Field Technician
SJC III Print Room Specialist
SJC IV Network Technician I, Server Technician I
SJC V Network Technician II, Server Technician II
SJC VI Special Education Technician, Transportation Technician,
Virtual Learning Technician
SJC VII Purchasing Specialist, Public Information Specialist

***GJC SEASONAL**

SJC I Painter Assistant
SJC II HVAC Assistant
SJC III Warehouse Assistant
SJC IV Groundskeeper Assistant
SJC V Motor Pool Assistant
SJC VI Print Room Helper
SJC VII Delivery/Moving Assistant

***GJC PARAEDUCATORS**

SJC I Behavior Intervention Tech Special Education
Behavior Intervention Technician ISS (BIT)
SJC II Instructional, Title, Extended Day, K-4 Literacy,
Special Ed, Summer Educational Assistant,
English Language Development (ELD or ELL)
SJC III Braillist
SJC IV Speech to Text
SJC V CI/CMI, AI, BI Instructional
SJC VI Assistant to Physical and Occupational Therapists



1 *GJC SCHOOL ASSISTANTS

2 SJC I School Assistant

3
4
5 GJC SPECIALISTS

6 SJC I Classified Nurse

7 SJC II Certificated Occupational/Physical Therapist Assistant

8 SJC III Interpreter

9 SJC IV Interpreter with EIPA

10 SJC V Lead Interpreter

11 SJC VI Lead Interpreter with EIPA

12 SJC VII Health Aide

13
14
15 *GJC SECRETARIAL/CLERICAL

16 SJC I Director, Executive Director

17 SJC II Payroll Officer (Specialist)

18 SJC III Payroll Benefits Coordinator

19 SJC IV Assistant Payroll, Central Office, Bookkeeper/Accounting

20 SJC V School Secretary Level I

21 All School Head Secretaries, Senior High Bookkeeper, Summer School
22 Head Secretary

23 SJC VI School Secretary Level II

24 HS Secretary/Scheduling

25 SJC VII School Secretary Level III

26 HS Attendance, Activities, Counselor, HS Media Assistant, District
27 Curriculum Library, MS/HS Assistant Secretary

28 SJC VIII School Secretary Level IV

29 HS Receptionist, Assistant Secretary to the HS Counselor, Elementary
30 Assistant Secretary, Summer School Assistant Secretary

31 SJC IX School Media Assistant, Nurse's Assistant

32 SJC X Central Office Clerical, Receptionist

33
34
35 *GJC TRANSPORTATION

36 SJC I Shop Foreman

37 SJC II Mechanic

38 SJC III Safety Trainer

39 SJC IV Driver Trainer

40 SJC V Transportation Dispatcher

41 SJC VI Driver, Regular or Special Needs

42 SSJC I Driver, Extra Run

43 SSJC II Late Run

44 SJC VII Transportation Assistant

45 SJC VIII Bus Service Specialist

46
47
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- 1 *GJC NUTRITION SERVICES
- 2 SJC I Lead Cook – Elementary
- 3 SJC II Lead Cook - Middle School
- 4 SJC III Lead Cook - High School
- 5 SJC IV Assistant Cook
- 6 Assistant Cook hired prior to 9/1/07
- 7 SJC V Nutrition Services Truck Driver

- 9
- 10 *GJC EARLY LEARNING CENTER
- 11 SJC I Specialist: ELC Educational Component
- 12 SJC II Specialist: Family Support and Health Service Component
- 13 SJC III Specialist: Family Support Specialist (FSS)
- 14 SJC IV ELC Lead Teacher
- 15 SJC V ELC Educational Assistant 1
- 16 SJC VI ELC Educational Assistant 2
- 17 SJC VII ELC Educational Assistant 3
- 18 SJC VIII ELC Food Service
- 19 SJC IX ELC Head Secretary
- 20 SJC X ELC Assistant Secretary
- 21 SJC XI ELC Bookkeeper

22

23

24 *In the general job classifications of Transportation, Nutrition Services, Paraeducators and

25 School Assistants, if a layoff is effective at the beginning of a school year, assignments shall be

26 made according to Article X, Section 10.2. In the event of a mid-year layoff, the procedures in

27 Article XII shall apply; provided, however, positions shall be adjusted, by seniority, the

28 following year as per Article X, Section 10.2.

29

30

31

32 **ARTICLE XIII**

33

34 **TRANSFER OF PREVIOUS EXPERIENCE**

35

36 **Section 13.1. Transfer within Washington State.**

37 A new hire leaving one school district with the State of Washington and commencing employment

38 with Central Valley School District shall retain the same longevity, leaves, and other benefits that

39 he/she had in the previous district, subject to terms and conditions of this Agreement.

40

41 **Section 13.2. Other Experience.**

42 Effective September 1, 1986, any new hire previously employed outside the State of Washington or

43 outside the Central Valley School District, and who is hired to perform work similar to that in which

44 he/she was previously engaged, shall be allowed longevity credit. This new hire shall be permitted to

45 transfer one-half (½) year for each full year of prior work experience to a maximum of three (3) years

46 longevity credit to the District. This longevity credit shall be applicable to all benefits, including

47 Schedule A, except seniority and vacations benefits.

48

1 Qualified applicants for Certified Occupational Therapy Assistant, Physical Therapy Assistant, and
2 Classified Nurse positions shall be given full experience credit for pediatric medical employment that
3 is directly related to the posted position.

4
5 Qualified applicants for the maintenance/trade positions (found in the SJC #1) shall be given full
6 experience credit for prior employment in that trade if it is directly related to the posted position.

7
8 Qualified applicants for the technology positions (found in GJC Technology) Network and Server I
9 and II and Data Analyst I and II shall be given full experience credit for prior employment in the
10 specific area of work if it is directly related to the posted position.

11
12 **Section 13.3. Return Rights.**

13 Employees who leave the District and return within a period of sixty (60) workdays shall receive full
14 credit for experience within the District for purposes of placement on the applicable salary schedule.

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16
17 **ARTICLE XIV**

18
19
20 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

21
22 **Section 14.1. Justifiable Cause.**

23 The District shall have the right to discipline or discharge an employee for justifiable cause. Any
24 disciplinary action or measure imposed upon an employee may be processed as a grievance through
25 the regular grievance procedure pursuant to Article XIX. If the District has reason to reprimand an
26 employee, it shall be done in a manner which will not embarrass the employee before other employees
27 or the public.

28
29 **Section 14.2. Progressive Discipline.**

30 When disciplining an employee, the following progressive discipline model will apply: 1) Notice of
31 Concern/Counseling; 2) Oral Warning - written record to supervisor's file only; 3) Letter of Warning -
32 sent to employee's personnel file; 4) Letter of Reprimand; 5) Suspension; 6) Termination.

33
34 Steps in this model may be skipped depending on the severity of the infraction.

35
36 **Section 14.3. Right to Representation.**

37 The District will notify the employee of any meeting that will be disciplinary in nature. The employee
38 will have the right to Association representation at any disciplinary meeting.

39
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41 **ARTICLE XV**

42
43
44 **NOTICE OF CONTINUATION OF EMPLOYMENT**

45
46 **Section 15.1. Notification to Non-Annual Employees.**

47 This Section is intended to be applicable to those employees whose duties necessarily imply less than
48 twelve (12) months (excluding vacations) work per year.

1 **Section 15.1.1.**

2 Should the District decide prior to the expiration of the school year to discharge any non-annual
3 employee, the employee shall be so notified in writing prior to the expiration of the school year.

4
5 **Section 15.1.2.**

6 Nothing contained herein shall be construed to prevent the District from discharging an
7 employee for acts of misconduct occurring after the expiration of the school year.

8
9 **Section 15.1.3.**

10 Nothing contained in this Section shall in any regard limit the operation of other sections of this
11 Article.

12
13 **Section 15.1.4.**

14 When the District is unable to notify an employee of their rehire due to an uncertainty of the
15 allocation of Federal funds, the employee shall be notified no later than thirty (30) days prior to
16 the beginning of school.

17
18 **Section 15.2. Notification of Resignation/Retirement.**

19 In order to permit proper staff planning and to minimize inconvenience to others who may be affected,
20 staff who plan to resign/retire at the end of their work year are requested to notify the Human
21 Resources Department of their resignation or retirement by April 1, but no later than thirty (30) days
22 prior to their last working day.

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26
27 **ARTICLE XVI**

28
29 **INSURANCE AND RETIREMENT**

30 **Section 16.1. FTE Defined.**

31 For the purpose of implementation of this Section, an FTE shall be defined as any employee working
32 one thousand four hundred and forty (1,440) or more hours per year. No employee shall suffer a
33 reduction from the amount of insurance benefit dollars received during the 1983-84 year.

34
35 **Section 16.1.1. Grandfathered Benefit Employee.**

36 Those employees who were receiving benefits as of August 1982. Effective October 1, 2010,
37 the District shall provide up to seven-hundred and sixty-eight dollars (\$768.00) per month per
38 FTE for each employee who works three and one-half (3½) hours or more per day (630-840
39 hours prorated on 840 hours; 840 hours or more shall receive full benefits) or their individual
40 hours are not changed from 1981-82 level of District contribution, whichever is greater,
41 provided their individual hours are not changed from 1981-82, and the employee is enrolled in
42 District approved insurance programs. (All existing programs shall be considered as District
43 approved unless mutually agreed otherwise.) If an employee is not currently receiving benefits
44 they will not receive benefits in the summer.

45
46 **Section 16.1.2. “New Employee Benefit.”**

47 An employee who did not qualify for benefits as of August 1982, and who is initially
48 qualifying for benefits, shall receive, effective October 1, 2010, seven-hundred and sixty-eight



1 dollars (\$768.00) per month per FTE at three and one-half (3½) hours or more per day prorated
2 on 1,440 hours. An employee working 1,440 or more shall receive full benefits. If an employee
3 is not currently receiving benefits they will not receive benefits in the summer.

4
5 **Section 16.1.3. Pooling.**

6 Any funds received from the State, which are not expended, shall be available to the employees
7 benefit pool as needed for payment of insurance premiums.

8
9 **Section 16.1.3.1. Health Care Authority.**

10 The District shall pay the monthly cost of the Health Care Authority carve-out with the
11 exception of fifteen dollars (\$15.00) per month per FTE, which shall be deducted from
12 the employee benefit pool. The District shall pay the monthly carve-out for Early
13 Childhood Program employees.

14
15 **Section 16.1.4. Mandatory Coverage.**

16 Dental (including orthodontics), vision, life insurance of \$50,000, and group long term
17 disability insurance shall be mandatory for all qualifying employees. These benefits, plus
18 medical, are benefits that will be pooled. All funds generated in Section 16.1.1, 16.1.2 or 16.1.3
19 not used will be pooled to assist paying for other employees' dental, vision, life, and medical
20 benefits.

21
22 **Section 16.1.5. Section 125 Plan.**

23 A Section 125 (Cafeteria Plan) shall also be provided for all employees participating in the
24 identified benefits when their premiums exceed their respective dollars per month per FTE.

25
26 **Section 16.1.6. Change of Status.**

27 Employees who experience a change in marital or family status that would cause a loss of
28 benefits or coverage may immediately initiate forms to enroll in benefit programs.

29
30 **Section 16.2. Tort Liability.**

31 The District shall provide tort liability coverage for all employees subject to this Agreement.

32
33 **Section 16.3. Retirement Benefits.**

34 In determining whether an employee subject to this Agreement is eligible for participation in the
35 Washington State Public Employees' Retirement System or the Washington State School Employees
36 Retirement System, the District shall report all hours worked, whether straight time, overtime, or
37 otherwise.

38
39 **Section 16.4. Workman's Comp.**

40 The District shall pay the required premiums for workmen's compensation in the area of industrial
41 insurance and medical aid on behalf of all employees subject to this Agreement. The District shall also
42 pay up to a maximum of three cents (\$0.03) per hour for supplemental pension.

43
44 **Section 16.5. Payroll Deductions.**

45 Payroll deductions shall be automatically taken from District employees salary warrants for the
46 following purposes:

- 47 1. Withholding tax payments for the Federal Government.
- 48 2. Social Security payments for the Federal Government.

1 3. Retirement payments for the State Retirement System.

2
3 Upon written requests the following deductions may be made:

- 4 a. Payments for medical insurance and salary insurance plans of which the employee is a member,
5 provided the District has officially recognized the insurance organization
- 6 b. Payments for professional dues and assessments to the Association, PSE
- 7 c. Payments to United Way
- 8 d. Payments for tax-sheltered annuities from companies mutually recognized by the Association
9 and the District
- 10 e. Payments to Spokane Teachers' Credit Union
- 11 f. Payments for government savings bonds
- 12 g. Payments to Spokane County Federal Credit Union
- 13 h. Payments to School Employees of Washington Credit Union

14
15 Automatic pay check deposit for employees:

- 16 a. American Fidelity
- 17 b. AFLAC
- 18 c. Cafeteria 125 Plan

19
20 The following companies have been approved for dental, life, vision, long term disability and medical
21 insurance:

- 22 1. Group Dental: Composite Rate, Mandatory (including orthodontics) - Delta Dental and
23 Willamette Dental
- 24 2. Group Life: Composite Rate, Mandatory - Sun Life Insurance
- 25 3. Group Vision: Composite Rate, Mandatory Self-Insured Vision Plan, Northwest Benefit
26 Network
- 27 4. Group Long-Term Disability: Mandatory - The Standard
- 28 5. Medical: Kaiser Permanente, Aetna and United Healthcare

29
30 The contribution for dental, life, vision and long-term disability is mandatory for all eligible
31 employees. Group dental will be the first deduction from the available contributions per month, with
32 other deductions taken from the available funds in the order enumerated above.

33
34 In order to join the plan(s) the employee must complete forms in the Business Office NO LATER
35 THAN the 15th of the month prior to the month the employee plans to enroll. All employees may
36 initiate forms during annual open enrollment period that starts the last week of August and expires
37 September 30th with an effective date of November 1. New employees and employees whose full-time
38 equivalent change, will additionally have 90 days to join programs. Employees who experience a
39 change in marital or family status that would cause a loss of benefits or coverage may immediately
40 initiate forms to enroll in benefit programs.

41
42 **Section 16.7. VEBA Contribution for Medical Expenses.**

43 The District shall provide, as an employer paid benefit, a monthly VEBA contribution of forty-five
44 dollars (\$45.00) per benefit FTE to help defray out-of-pocket medical expenses

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ARTICLE XVII

PROFESSIONAL DEVELOPMENT

Section 17.1. Required Training.

All training required by the District to maintain an employee in such employee's present position, and when conducted outside such employee's normally assigned shift, shall be reimbursed at the employee's base hourly rate of pay.

All costs related to the above types of training will be paid by the District.

Section 17.1.1. Materials.

Upon Supervisor approval, the District will provide or reimburse the cost of necessary informational materials, provided however, that training material needed to obtain or renew required licensing for a position will not be reimbursed.

Section 17.2. Classified Staff Development.

The District shall provide a minimum of thirty-five thousand dollars (\$35,000) during each year of this Agreement for the purpose of providing in-service training for classified employees. The unused balance of these funds from one year to the next shall be carried over to a balance of no more than fifty thousand dollars (\$50,000) in any given year. Funding for professional development will be reviewed and bargained as the program develops.

Section 17.2.1. Options.

There will be two professional development options available to the employees of the bargaining unit. One, an employee may choose the option to use mini-grant funds (to a maximum of \$250) to reimburse expenses for professional development courses offered outside the school district, job related textbooks or other instructional materials, or costs for certification credits; or two, the employee may choose to register for a basic strand of classes offered by the Professional Development Committee (PDC). This basic strand of classes will be comprised of fifty (50) hours of class time and once completed the employee will be eligible for compensation as defined below. Class time is not compensated. The employee may utilize one or both options in any school year. If an employee selects to use both they will only have access up to a maximum of \$125 within the mini-grant funds. The employee may take the basic strand only one time for additional compensation.

Licensing or renewal of licensing required as part of a job description cannot be paid with mini grant funds.

Compensation for completion of the basic strand of classes will be in the form of an hourly pay increase of fifteen cents (\$.15) per hour for all compensated hours. The increase will be applied on September 1, following the employee's completion date of the basic strand and will continue until the employee separates employment with the district. Compensation for completion of further training will be an increase of fifteen cents (\$.15) an hour for completion of each 100 hours of training relevant to their GJC specified training strand up to 550 hours.

Section 17.3. In-Service Presenters.

When a PSE member presents in-service material, they will be paid twenty dollars (\$20.00) an hour.

1 **Section 17.4. First Aid.**

2 If First Aid training is required for an employee’s job, the District will provide the training on non-
3 school days and at no cost to the employee. The training will be scheduled on non-school days. The
4 District will provide the training without fees. The employee shall be paid for attendance at the
5 District’s scheduled training at his/her regular rate.
6

7 If an employee does not attend one of the District scheduled trainings he/she must arrange to take the
8 training separately. If he/she takes training from the District’s regular trainer, the District will pay for
9 the training, but will not pay for attendance at a non-district scheduled training.
10

11 **Section 17.5. MERIT for ECP Employees.**

12 Mandatory professional development for Early Learning Center employees will be available to each
13 employee at his/her rate of pay abiding by all State and Federal contracts with funds allocated toward
14 Early Learning Center programming.
15

16 Training will be by mutual agreement of the employee and the Early Learning Program Director.
17

18 **Section 17.6. Mandatory In-Service.**

19 All employees shall be paid at their current hourly rate for attendance at all mandatory in-services
20 scheduled each year.
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23

24 **ARTICLE XVIII**

25 **ASSOCIATION MEMBERSHIP AND CHECKOFF**
26
27

28 **Section 18.1.**

29 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member in
30 good standing shall, as a condition of employment, maintain membership in the Association in good
31 standing during the period of this Agreement.
32

33 **Section 18.2.**

34 All employees subject to this Agreement who are not members of the Association on the effective date
35 of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to
36 the effective date of this Agreement, shall, as a condition of employment, become members in good
37 standing of the Association within thirty (30) workdays of the effective date of this Agreement or
38 within thirty (30) workdays of the hire date, whichever is applicable. Such employee shall then
39 maintain membership in the Association in good standing during the period of this Agreement.
40

41 **Section 18.3.**

42 The parties recognize that an employee should have the option of declining to participate as a member
43 of the Association, yet contribute financially to the activities of the Association in representing such
44 employee as a member of the Collective Bargaining unit. Therefore, as an alternative to, and in lieu of
45 the membership requirements of the previous sections of this Article, an employee who declines
46 membership in the Association may pay to the Association each month a service charge as a
47 contribution towards the administration of this Agreement in an amount equal to the regular monthly
48 dues, less assessments. This service charge shall be collected by the Association in the same manner as



1 monthly dues. The Association will notify the District no later than December 1 of any change to the
2 service charge dues rate.

3
4 **Section 18.4.**

5 Any employee who refuses to become a member of the Association in good standing or pay the service
6 charge in accordance with the previous section, shall, at the option of the Association, be immediately
7 discharged from employment by the District.

8
9 **Section 18.5.**

10 Nothing contained in this Agreement shall require Association membership of employees who object
11 to such membership based on bona fide religious tenets or teachings of a church or religious body of
12 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a
13 nonreligious charity or other charitable organization mutually agreed upon by the employee and the
14 Association. The employee shall furnish written proof that such payment has been made. If the
15 employee and the Association cannot agree on such matter, it shall be resolved by the Public
16 Employment Relations Commission pursuant to RCW 41.56.122.

17
18 **Section 18.6. Check off.**

19 The District shall deduct PSE dues or service charges, assessments or voluntary political contributions
20 from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110.
21 The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
22 Washington/SEIU Local 1948 on a monthly basis.

23
24 **Section 18.7. Political Action Committee.**

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

32
33 **Section 18.8. Hold Harmless.**

34 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
35 orders, and/or judgments against the District on account of any check-off of Association dues or
36 voluntary political contributions.

37
38
39
40 **ARTICLE XIX**
41
42 **GRIEVANCE PROCEDURE**

43
44 **Section 19.1.**

45 Grievances or complaints arising between the District and its employees within the bargaining units
46 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
47 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.



1 **Section 19.2. Grievance Steps.**

2 (A workday is defined as those days the Central Valley School District Learning & Teaching Support
3 Center building is open to the public).

4
5 **Step 1. Informal.**

6 The grievant may orally present a grievance to the immediate supervisor within twenty (20)
7 workdays after the occurrence of the grievance. The employee may be accompanied by an
8 Association representative at such discussion. All grievances not brought to the immediate
9 supervisor within twenty (20) workdays of the occurrence of the grievance shall be invalid and
10 subject to no further processing. The supervisor shall respond to the discussion within five (5)
11 workdays.

12
13 **Step 2. Written.**

14 If the grievance is not settled orally, a written statement of the grievance shall be presented to
15 the Human Resources within ten (10) workdays of the oral response. The statement of
16 grievance shall contain the following:

- 17 • The facts on which the grievance is based;
- 18 • A reference to the provisions in the Agreement which have been allegedly violated; and
- 19 • The remedy sought.

20
21 The Human Resources shall respond to the written statement of grievance within ten (10)
22 workdays of receipt of the written grievance.

23
24 **Step 3. Superintendent or Designee.**

25 If no satisfactory settlement is reached in accordance with the preceding subsection, the
26 Association believes the grievance to be valid; the Association may appeal to the
27 Superintendent or his/her designee within twenty (20) workdays of receipt of the supervisor's
28 written response.

29
30 After such submission, the Superintendent or his/her designee shall have fifteen (15) workdays
31 to resolve the grievance. During this fifteen (15) workday period, the Superintendent or his/her
32 designee shall conduct an Administrative Hearing. The District and the employee shall have the
33 right to have appropriate representatives and witnesses present. If an agreeable disposition is
34 made, all parties to the grievance shall sign the statement of grievance.

35
36 **Step 4. Arbitration.**

37 If no settlement has been reached within the fifteen (15) workdays referred to in the preceding
38 subsection, the grievance may, within ten (10) workdays of the answer above, be submitted in
39 writing to arbitration under AAA voluntary rules. However, any question of arbitrability shall
40 be resolved according to RCW 7.04.030 and/or 7.04.040.

41
42 The arbitrator shall have no power or authority to add to, subtract from, or modify this
43 Agreement, award damages, or provide a remedy which is in violation of law.

44
45 The award of the arbitrator shall be final and binding on all parties.

1 **Section 19.3. Costs.**

2 All costs related to the arbitrator shall be borne equally by the District and the Association. Each party
3 will pay their own expenses.
4

5 **Section 19.4.**

6 The grievance discussions shall take place whenever possible on school time. The employer shall not
7 discriminate against any individual employee or the Association for taking action under this Article.
8
9

10
11 **ARTICLE XX**

12
13 **SALARIES**
14

15 **Section 20.1.**

16 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
17 worked.
18

19 **Section 20.1.1.**

20 A copy of the current PSE salary schedule will be posted on the website at (www.cvsd.org) by
21 the Human Resources Department in September of each year.
22

23 **Section 20.2. Salary Schedule.**

24 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
25 Schedule A attached hereto and by this reference incorporated herein.
26

27 **Section 20.3. Updated Salary Schedules.**

28 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
29 and conditions of Article XXII, Section 22.3. Should the date of execution of this Agreement be
30 subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
31

32 **Section 20.4. Retroactive Pay.**

33 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
34 Agreement, if possible, and in any case not later than the second regular payday. In the case of
35 retroactive pay resulting from negotiations pursuant to Article XXII, Section 22.3, such retroactive pay
36 shall be paid on the first regular payday following agreement on such schedule, if possible, and in any
37 case not later than the second regular payday.
38

39 **Section 20.5. Calculating Hours.**

40 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (¼) hour.
41 Rounding to the next quarter hour will start after 5 minutes.
42

43 **Section 20.6. Travel Time.**

44 Any employee(s) required to travel from one site to another in a private vehicle during working hours
45 shall be reimbursed for such travel on a per-mile basis at the IRS approved rate as adopted by the
46 School Board.
47
48

1 **Section 20.7. Twelve-Month Pay.**

2 Classified employees may request their annual salary be divided over twelve (12) equal payments in
3 the fiscal year. The annual salary equals the employee’s assigned hours plus applicable paid holidays
4 multiplied by the employee’s respective rate of pay. This option shall apply to all employees whose
5 regular assignment is four (4) or more hours per day. Employees who qualify shall notify the district of
6 their option in writing, to have twelve (12) equal paychecks per year to begin with the September 2011
7 paycheck. In order to discontinue the twelve (12) month paycheck option, the employee shall submit a
8 written directive to the payroll department no later than the first day of school in the new school year.

9
10 The “opt-out” provision does not apply to the Secretarial/Clerical employees.

11
12 **Section 20.7.1. Twelve-Month Pay for Secretary/Clerical Staff.**

13 The following pay formula shall apply to nine (9) month, eight (8) hour per day
14 secretarial/clerical employees:

15
16 ANNUAL SALARY EQUALS: One hundred eighty (180) days school year, plus all
17 paid holidays, plus all scheduled days worked before and after the regular school year,
18 times eight (8) hours per day times the respective hourly rate.

19
20 This annual salary shall be divided into twelve (12) equal payments.

21
22 **Section 20.8. Notification of Hours Earned.**

23 Employees shall be informed of the number of hours worked with each paycheck. With their June
24 paycheck, less than twelve (12) month employees shall be informed of the number of vacation hours
25 for which they are paid.

26
27
28
29 **ARTICLE XXI**
30
31 **SEPARABILITY OF PROVISIONS**

32
33 **Section 21.1.**

34 If any provision of this Agreement or the application of any such provision is held invalid, the
35 remainder of this Agreement shall not be affected thereby.

36
37 **Section 21.2.**

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

40
41 **Section 21.3.**

42 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
43 such provisions shall be renegotiated pursuant to Article XXII, Section 22.3.



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ARTICLE XXII

TERM

Section 22.1. Term.

The term of this Agreement shall be September 1, 2017 to August 31, 2020.

Section 22.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 22.3. Reopeners.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A, benefits, and Article XII.

The parties agree to reopen this Agreement to deal with State Legislative changes arising from the legislative session which impacts wages, hours or working conditions of Public School Employees covered by this agreement, if any.

Section 22.4.

The parties mutually consent to reopen the Agreement, if necessary, to complete the collaborative bargaining process. Any addition or modification shall be incorporated herein upon appropriate ratification and signature.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

CENTRAL VALLEY CHAPTER

CENTRAL VALLEY
SCHOOL DISTRICT #356

BY: _____
Ken Curry, Chapter President

BY: _____
Debra Long, Board President

DATE: _____

DATE: _____



SCHEDULE A
CENTRAL VALLEY SCHOOL DISTRICT #356
September 1, 2017 – August 31, 2018

Transportation	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Shop Foreman	21.78	22.45	23.24	24.29	25.63	27.30	27.98	28.66	29.35
Mechanic	19.75	20.36	21.07	22.02	23.23	24.74	25.36	25.98	26.60
Transportation Safety Trainer	18.63	19.21	19.88	20.77	21.91	23.33	23.91	24.50	25.08
Driver Trainer	18.34	18.91	19.57	20.45	21.57	22.97	23.54	24.12	24.69
Dispatcher	17.59	18.13	18.76	19.60	20.68	22.02	22.57	23.12	23.67
Driver, Reg or Special Needs	16.98	17.51	18.12	18.94	19.98	21.28	21.81	22.34	22.88
Transportation Assistant	13.64	14.06	14.55	15.20	16.04	17.08	17.51	17.93	18.36
Bus Service Specialist	16.06	16.56	17.14	17.91	18.90	20.13	20.63	21.13	21.64

Maintenance	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Carpenter, Electrician, Painter, Plumber, Heating Control Specialist	20.03	20.65	21.37	22.33	23.56	25.09	25.72	26.34	26.97
Groundskeeper	18.28	18.85	19.51	20.39	21.51	22.91	23.48	24.06	24.63
General Maintenance Technician, HVAC-R Assistant	17.83	18.38	19.02	19.88	20.97	22.33	22.89	23.45	24.00
Tractor/Mower/Operator	12.43	12.81	13.26	13.86	14.62	15.57	15.96	16.35	16.74
Mail/NS Courier	14.64	15.09	15.62	16.32	17.22	18.34	18.80	19.26	19.72
Instrument Courier	13.23	13.64	14.12	14.76	15.57	16.58	16.99	17.41	17.82
Truck Driver: Maintenance	15.92	16.41	16.98	17.74	18.72	19.94	20.44	20.94	21.44
Warehouse Assistant (full year)	16.29	16.79	17.38	18.16	19.16	20.41	20.92	21.43	21.94
Sanitation Truck Driver	18.28	18.85	19.51	20.39	21.51	22.91	23.48	24.06	25.86

Custodial	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Head Custodian-Elem	16.25	16.75	17.34	18.12	19.12	20.36	20.87	21.38	21.89
Head Custodian-MS	16.62	17.13	17.73	18.53	19.55	20.82	21.34	21.86	22.38
Head Custodian-HS	17.03	17.56	18.17	18.99	20.03	21.33	21.86	22.40	22.93
Custodian	14.99	15.45	15.99	16.71	17.63	18.78	19.25	19.72	20.19
Laundry/Uniform Maint. Specialist	13.88	14.31	14.81	15.48	16.33	17.39	17.82	18.26	18.69

Seasonal	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Painter, HVAC & Warehouse Assistant	15.00	15.46	16.00	16.72	17.64	18.79	19.26	19.73	20.20
Groundskeeper, Transportation, and Delivery/Moving Assistant, Print Room Helper	11.42	11.77	12.18	12.73	13.43	14.30	14.66	15.01	15.37

Longevity

- At the completion of the 15th year of service a 2.5% longevity stipend will be added to the highest step.
- At the completion of the 20th year of service an additional 2.5% longevity stipend will be added to the highest step for a total of 5.0%.
- At the completion of the 25th year of service an additional 2.5% longevity stipend will be added to the highest step for a total of 7.5%.



SCHEDULE A
CENTRAL VALLEY SCHOOL DISTRICT #356
September 1, 2017 – August 31, 2018

Nutrition Services	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Lead Cook – Elementary	13.28	13.69	14.17	14.81	15.62	16.64	17.06	17.47	17.89
Lead Cook – Middle School	13.62	14.04	14.53	15.18	16.01	17.05	17.48	17.90	18.33
Lead Cook – High School	14.07	14.51	15.02	15.70	16.56	17.64	18.08	18.52	18.96
Assistant Cook/Cleaner/Cashier	11.88	12.25	12.68	13.25	13.98	14.89	15.26	15.63	16.01
<i>Assistant Cooks/Cleaners/ Cashiers hired prior to 9/1/07*</i>					14.65	15.60	15.99	16.38	16.77
Truck Drivers-Nutrition Services	15.92	16.41	16.98	17.74	18.72	19.94	20.44	20.94	21.44

**These positions were significantly above parity in June, 2007. To prevent current employees from sustaining a loss, these positions will*

Paraeducators	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Speech to Text Transcriber	17.75	18.30	18.94	19.79	20.88	22.24	22.80	23.35	23.91
Braillist	17.75	18.30	18.94	19.79	20.88	22.24	22.80	23.35	23.91
*Instructional, Title, Ext Day, K-4 Lit, Spec Ed, Summer	13.36	13.77	14.25	14.89	15.71	16.73	17.15	17.57	17.98
<i>*Move to same level as Trans Asst's in 2018-19</i>									
CI/CMI, AI, BI Instructional	13.84	14.27	14.77	15.43	16.28	17.34	17.77	18.21	18.64
Behavior Intervention Technician	17.08	17.61	18.23	19.05	20.10	21.41	21.94	22.48	23.02
Asst. to Physical & Occup. Therapists	17.08	17.61	18.23	19.05	20.10	21.41	21.94	22.48	23.02

Specialists	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Lead Interpreter	18.59	19.17	19.84	20.73	21.87	23.29	23.87	24.45	25.04
Lead Interpreter with EIPA	19.64	20.25	20.96	21.90	23.10	24.60	25.21	25.83	26.44
Interpreter	17.27	17.80	18.42	19.25	20.31	21.63	22.17	22.71	23.25
Interpreter with EIPA	18.30	18.87	19.53	20.41	21.53	22.93	23.50	24.08	24.65
Classified Nurse	20.20	20.82	21.55	22.52	23.76	25.30	25.93	26.56	27.20
COTA/PTA	20.20	20.82	21.55	22.52	23.76	25.30	25.93	26.56	27.20

School Assistants	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
School Assistant	12.80	13.20	13.66	14.27	15.05	16.03	16.43	16.83	17.23

Technical	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Network Tech/Server Tech 1	26.56	27.38	28.34	29.62	31.25	33.28	34.11	34.94	35.78
Network Tech/Server Tech 2	23.10	23.81	24.64	25.75	27.17	28.94	29.66	30.39	31.11
Data Analyst 1	26.46	27.28	28.23	29.50	31.12	33.14	33.97	34.80	35.62
Data Analyst 2	23.10	23.81	24.64	25.75	27.17	28.94	29.66	30.39	31.11
Technology Support Specialist	19.56	20.17	20.88	21.82	23.02	24.52	25.13	25.75	26.36
Computer Field Technician	21.98	22.66	23.45	24.51	25.86	27.54	28.23	28.92	29.60
Telecommunication Technician	21.98	22.66	23.45	24.51	25.86	27.54	28.23	28.92	29.60
Print Room Specialist	15.22	15.69	16.24	16.97	17.90	19.06	19.54	20.01	20.49
Special Ed Tech/Transportation Tech/Virtual Learning Tech	16.34	16.85	17.44	18.22	19.22	20.47	20.98	21.49	22.00
Public Information Specialist	20.60	21.24	21.98	22.97	24.23	25.80	26.44	27.09	27.73
Purchasing Specialist	17.96	18.52	19.17	20.03	21.13	22.50	23.06	23.62	24.19

Longevity

- At the completion of the 15th year of service a 2.5% longevity stipend will be added to the highest step.
- At the completion of the 20th year of service an additional 2.5% longevity stipend will be added to the highest step for a total of 5.0%.
- At the completion of the 25th year of service an additional 2.5% longevity stipend will be added to the highest step for a total of 7.5%.



SCHEDULE A
CENTRAL VALLEY SCHOOL DISTRICT #356
September 1, 2017 – August 31, 2018

Secretarial/Clerical

Bookkeeping:	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Payroll Officer	20.87	21.52	22.27	23.27	24.55	26.15	26.80	27.46	28.11
Payroll Benefits Coordinator	16.34	16.85	17.44	18.22	19.22	20.47	20.98	21.49	22.00
Bookkeeper/Accounting	15.62	16.10	16.66	17.41	18.37	19.56	20.05	20.54	21.03
Assistant Payroll Officer	15.62	16.10	16.66	17.41	18.37	19.56	20.05	20.54	21.03
Nutrition Services Bookkeeper	14.70	15.15	15.68	16.39	17.29	18.41	18.87	19.33	19.79

Secretarial:	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Director, Executive Director	16.34	16.85	17.44	18.22	19.22	20.47	20.98	21.79	22.00
Central Office	15.62	16.10	16.66	17.41	18.37	19.56	20.05	20.54	21.03
Central Office Clerical/Receptionist	15.39	15.87	16.43	17.17	18.11	19.29	19.77	20.25	20.74
School Secretary Level I	15.62	16.10	16.66	17.41	18.37	19.56	20.05	20.54	21.03
All school Head Secretaries/Senior High Bookkeeper, Smr Sch Head Sec									
School Secretary Level II									
HS Secretary/Scheduling	15.09	15.56	16.10	16.82	17.75	18.90	19.37	19.87	20.32
School Secretary Level III									
HS Attendance/Activities/Counselor/HS Media Asst/ Dist Curric Lib/MS Asst Sec	14.77	15.23	15.76	16.47	17.38	18.51	18.97	19.43	19.90
School Secretary Level IV									
HS Receptionist/Asst Sec-Counselor/Elem Asst Sec/Summer Sch Asst Sec	14.65	15.10	15.63	16.33	17.23	18.35	18.81	19.27	19.73
School Media Assistant	14.08	14.52	15.03	15.71	16.57	17.65	18.09	18.53	18.97
Nurse's Assistant	14.08	14.52	15.03	15.71	16.57	17.65	18.09	18.53	18.97

EARLY LEARNING CENTER	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr	15 Yr	20 Yr	25 Yr
Specialist: ELC Educ Component	20.26	20.89	21.62	22.59	383.00	25.38	26.01	26.65	27.78
Specialist: Family Support and Health Service Component	20.26	20.89	21.62	22.59	383.00	25.38	26.01	26.65	27.78
Specialist: Fam Service Coord	20.26	20.89	21.62	22.59	23.83	25.38	26.01	26.65	27.28
ELC Lead Teacher	20.26	20.89	21.62	22.59	23.83	25.38	26.01	26.65	27.28
ELC Educational Assistant 1	13.84	14.27	14.77	15.43	16.28	17.34	17.77	18.21	18.64
ELC Educational Assistant 2	13.36	13.77	14.25	14.89	15.71	16.73	17.15	17.57	17.98
ELC Educational Assistant 3	11.88	12.25	12.68	13.25	13.98	14.89	15.26	15.63	16.01
Food Service	11.88	12.25	12.68	13.25	13.98	14.89	15.26	15.63	16.01
ELC Head Secretary	15.62	16.10	16.66	17.41	18.37	19.56	20.05	20.54	21.03
ELC Assistant Secretary	14.65	15.10	15.63	16.33	17.23	18.35	18.81	19.27	19.73
ELC Bookkeeper	15.62	16.10	16.66	17.41	18.37	19.56	20.05	20.54	21.03

Longevity

- At the completion of the 15th year of service a 2.5% longevity stipend will be added to the highest step.
- At the completion of the 20th year of service an additional 2.5% longevity stipend will be added to the highest step for a total of 5.0%
- At the completion of the 25th year of service an additional 2.5% longevity stipend will be added to the highest step for a total of 7.5%



ADDENDUM A

Unlicensed employees' right of training and refusal for nursing services

1. Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330 (2) (a,b) shall be provided the training and right of refusal as described in the respective code and District Policy #3415.
2. Employees assigned duties for a student requiring catheterization under the parameters of RCW 28A.210.280 shall be provided the training and right of refusal as described in the respective code and District Policy #3417.
3. Effective July 28, 2013, unlicensed employees asked to use epinephrine auto injectors under the parameters of RCW 28A.210.383 shall be provided the training and right of refusal as described in the respective code.
4. Effective July 1, 2014, under the parameters of RCW 28A.210, unlicensed employees asked to administer medications or perform nursing services not previously recognized in law shall be provided the training and right of refusal as described in the respective code.

Domestic Violence Leave

The District will provide leave in accordance with RCW 49.76 passed in 2008 which allows victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to take care of legal needs and obtain health care. Such leave will be with or without pay at the employee's discretion. Employees may also take reasonable leave to help a family member obtain needed treatment or services. For this section, family members include a child, spouse, parent, parent-in-law, grandparent or person who the employee is dating.

Faith or Conscience Leave

Each employee covered by this Agreement is entitled to two (2) unpaid days per year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization unless such leave will pose an undue hardship as set forth in the WAC that will be promulgated by OFM.