

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CENTRAL VALLEY SCHOOL DISTRICT #356

AND

PUBLIC SCHOOL EMPLOYEES OF CENTRAL VALLEY

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948
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P R E A M B L E

This Agreement is made and entered into between 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 1.3.1. Review of Job Descriptions.

The job descriptions of classified positions may be reviewed as needed but no more than once every three (3) years. The request for review may be made by either the employees in a General Job Classification, Specific Job Classification, or the District. The committee to review and update job descriptions will include two (2) PSE member representatives and two (2) district member representatives. The final decision of any job description that will be used for any position within the district will be the sole responsibility of the district.

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, Facilities, Early Childhood Program, Specialists and Seasonal 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.

1 **Section 1.5. Substitutes.**

2 A substitute employee is defined as an individual who temporarily replaces a current employee absent
3 from a regularly posted position. Any open position that is currently being covered by a substitute will
4 be reposted after fifteen (15) consecutive workdays if the district is not successful in hiring for the
5 posted position, except for an open position due to the current employee bidding into a temporary
6 position, which shall follow Section 10.6.1.

7
8 If a current employee is placed in this substitute position, he/she will be paid in accordance with
9 section 7.6; if an individual from the substitute list serves in this position, he/she will receive substitute
10 wages and will not receive benefits.

11
12 **Section 1.6. Temporary Positions.**

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

16
17 Temporary positions shall be posted with specific beginning and ending dates, or likely length of
18 employment specified on the job posting. New employees to the district who are hired to fill temporary
19 positions that exceed sixty (60) workdays shall be subject to all provision of this Agreement. Health
20 benefits will be determined by the hire date.

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24 **ARTICLE II**

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26 **RIGHTS OF THE EMPLOYER**

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28 **Section 2.1. District Rights**

29 District management officials retain the right to:

- 30 A. Direct employees covered by this Agreement.
31 B. Hire, promote, demote, assign, and retain employees of the groups, and to suspend or discharge
32 employees for proper cause.
33 C. Relieve employees from duty because of lack of work or other legitimate reasons.
34 D. Determine the method, number, and kinds of personnel by which operations undertaken by
35 employees in the groups are to be conducted.
36 E. Discuss with the Executive Board of Trustees of the Association policies affecting changes in
37 personnel practices that are of concern to classified employees of the District.
38 F. Discuss, negotiate, and handle grievances, formally or informally, on school time whenever
39 possible.

40
41 **Section 2.2. Reasonable Rules and Regulations.**

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

ARTICLE III
RIGHTS OF EMPLOYEES

Section 3.1. Union Participation.

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

Section 3.2. Matters of Concern.

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

Section 3.3. Representation.

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

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

When a disciplinary matter is being managed at the district level, the district, when possible, will notify the chapter president.

Section 3.4. Non-Discrimination.

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

Section 3.5. Meetings during Work Shift.

Night shift employees shall be allowed to attend four (4) chapter meetings per year during their work shift provided the time is made up.

Section 3.6. Personnel Files.

A – Personnel Files

- Personnel files are confidential and shall be available for inspection only by the District's management and the individual employee.

- By prior appointment, an employee shall have the opportunity to review the contents of his/her file and copy, at the employee's expense, materials within the file.
- A review of the personnel file will be supervised by the H.R. Director/designee(s). The employee may request an additional individual, chosen by the employee, be present for the file review.
- The employee may work with the H.R. Director to add material to or delete material from his/her personnel file. Any material except material required by statute or placed in the file as a result of disciplinary action, will be removed, if so requested in writing, from the employee's file two (2) years after its initial placement.
- The employee shall have an opportunity to attach written comments to anything in his/her file.
- The personnel file is a District file and shall be maintained in the District's Human Resources Office.

B – Medical Files

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

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.

1 **Section 3.7. Evaluations.**

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

13
14 **Section 3.8. Email Communication.**

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

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22 **ARTICLE IV**

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24 **RIGHTS OF THE ASSOCIATION**

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26 **Section 4.1. Notice of Discipline or Grievance.**

27 The District shall promptly notify the Association President of any grievances or disciplinary actions
28 of any employee in the unit by the provisions of the Discharge and Grievance Procedure Article
29 contained herein. The Association Grievance Officer shall be promptly notified by the District of any
30 grievances brought forward by members of the Association. If requested by the employee, the
31 Association is entitled to have an observer at hearings conducted by any District official or body
32 arising out of grievance or disciplinary action to make known the Association's views concerning the
33 case. It shall be the obligation of the Association to ensure employees properly comply with the
34 grievance procedures of this Agreement.

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36 **Section 4.2. Employee Lists.**

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38 **Section 4.2.1. Bargaining Unit List and Audits.**

39 Within twenty-one (21) business days from an employee's hire date for a newly hired
40 employee and every one hundred and twenty (120) business days for all employees covered
41 under the PSE collective bargaining unit, the District will provide an Excel digital file format
42 to the chapter President and membership@pseofwa.org with the following classified
43 employee information:

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45
 - Name and date of hire
 - Contact information, including cellular, home, and work telephone numbers; work and
46 the most up-to-date personal email addresses; and home address or personal mailing
47 address

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- Employment information, including the employee's employee ID, job title, salary, or rate of pay for contracted work performed under the PSE collective bargaining agreement, contracted number of days, and primary worksite location

Information, as listed on the HR school board recommendations report regarding those who are hired, rehired, placed on leaves of absence of any type (including retirement), and those added or deleted from the bargaining unit, will be provided to the association president via email before each scheduled board meeting.

Section 4.2.2. Seniority List

An electronic version of the CV PSE Seniority List with all PSE represented employee names, hire dates, job classifications, job titles and locations of work shall be provided no later than November 1 to the President and Membership Officers of the Association, and the PSE Field Representative. This list will be provided upon request thereafter.

Section 4.2.3. Personnel Updates (Board Reports).

Personnel updates (Board reports) listing bargaining unit employees who are hired, rehired, placed on leaves of absence of any type, separated (including retirement) will be reported electronically to the Chapter President, the PSE Local Chapter Membership Officer(s) and Public School Employees of Washington/SEIU Local 1948 State Organization membership department to membership@pseofwa.org. This report will include each listed bargaining unit employee's name, job title, work location and personnel action.

Section 4.3. Access to New Employees of the Bargaining Unit.

An integral part of each employee's tenure with the employer is an understanding of this agreement and the role of the Association in the employment setting. As such, each new employee will meet with the district's classified HR specialist upon their hiring which includes information regarding an overview of the contract. A condition of hire will be that any new employee can submit thirty (30) minutes of additional time for pay upon meeting with the PSE membership designee to learn about the role of the Association outside of their work day within the first ninety (90) days of the employee's start date.

Section 4.3.1. New Employee Orientation.

The District and Association will host two (2) New Employee Orientation events annually in October and March.

The District will provide the Association President at least ten (10) days' notice before any scheduled New Employee Orientation, and within forty-eight (48) hours in advance notification of the orientation will provide an electronic list of expected participants to include name, classification, building, current personal email, phone number and hire date.

The District will provide PSE thirty (30) minutes of attendee paid time to make a presentation at the end of each New Employee Orientation. District representatives shall not be present during PSE's presentation. PSE shall have the right to distribute materials, such as PSE new hire packets, at the New Employee Orientation.

1 **Section 4.4. Delegation to PSE.**

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

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

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

14
15 The Association shall have the right to use District email service and staff mailboxes for
16 communication. A courtesy copy will be given to the Human Resources at the time of general
17 distribution.

18
19 The Association shall have the right to use District facilities and equipment when such equipment or
20 facilities are not otherwise in use. The Association shall pay for the reasonable cost of all materials and
21 supplies incident to such use. District facilities may be used for meetings and to transact official
22 business, except if the business relates to issues defined as work stoppage.

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24 **Section 4.6. Privileged Communication.**

25 District employees have the right to privileged communication per RCW 5.60.060.
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29 **ARTICLE V**

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31 **APPROPRIATE MATTERS FOR CONSULTATION AND BARGAINING**

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33 **Section 5.1.**

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

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38 **Section 5.2.**

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

COLLABORATIVE BARGAINING MEETINGS AND VISITATION RIGHTS

Section 6.1. Subjects of Bargaining.

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

Section 6.1.1. Labor Management Meetings.

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

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

Section 6.2. Visit by PSE Representative(s).

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

Section 6.3. Association Leave and Release Time.

Classified employees who are duly authorized by the Association and who are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or other meetings relating to matters between the District and the Association shall suffer no loss of pay for attendance at said meetings. Release time shall be granted to carry out such matters and entered into the Absence Management System. Association representatives shall first communicate their need to take leave related to this section of the contract to their immediate supervisors. The supervisor's permission in these instances will be reasonably given. The employees will report their return to work to their supervisors. Costs related to this leave shall be reimbursed by the Association at the current Washington state minimum wage rate unless makeup time is approved by the Supervisor. The total amount of release time will be a maximum of thirty (30) days a year.

Release time shall also be granted to the Association President to carry out the duties of his/her office. The District will contribute up to \$10,000 per year in matching funds to cover a set regular release schedule at per diem rates for the Association President exclusive of the release days listed in the prior paragraph. The purpose of this is to aid both the Association and District in timely responses on mutual matters.

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

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 7.2. 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.

Section 7.3. Breaks for 8-Hour Shift.

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

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

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

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

Break times will be scheduled with the approval of the Principal/Supervisor. Continuous time is defined as fifteen (15) minutes or less between jobs. Human Resources will review an employee's daily schedule upon request if the employee is working multiple positions totaling greater than four (4) hours per day and are not allowed a lunch due to non-continuous time.

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

**If an employee is asked to be on call during their lunch time or are required to work during their lunch due to the needs of students, they will be compensated per Section 7.5.

***School Assistant positions of 6 hours implemented in the 2019-2020 school year which require that the employee begin work at least 30 minutes before the start of school and/or 30 minutes after school will be eligible for a paid 30 minute lunch, but not the 15 minute break due to the natural breaks in their schedule.

Section 7.5. Working through Lunch.

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

Section 7.6. Substitute Pool for Regular Employees.

An employee may elect to be in the District's substitute pool in categories for which he/she is qualified. An employee may accept substitute assignments that do not interfere with the performance of his/her permanent position. Fulfilling the permanent position is the employee's primary responsibility and takes precedence over accepting a substitute assignment (excluding Bus Drivers/Transportation Assistants per Section 7.12.3.2. #9). In no event may an employee accept a substitute position that would put him/her in overtime status. An employee who accepts a substitute

1 assignment in his/her General Job Classification shall receive the Schedule A rate of pay at his/her
2 experience placement for that position. An employee who accepts a substitute assignment out of
3 his/her General Job Classification shall receive the Schedule A "Regular" rate of pay for that position
4 except when the employee is requested by the District to accept an assignment temporarily. The
5 employee shall then receive the Schedule A rate of pay to include his/her experience placement for the
6 General Job Classification the temporary assignment is listed in.

7
8 **Section 7.6.1. Work in Lieu of Regular Assignment.**

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

12
13 **Section 7.7. School Closure.**

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

20
21 In the event of a late start, employees are required to report as soon as safely possible. Staff will be
22 advised by their immediate supervisor as to leaving early if schools are closed early in the day due
23 to an emergent situation.

24
25 If students are required to make up the day(s) school is closed, employees would be required to make
26 up the day(s) as part of their regular contract.

27
28 If the school day is not made up, employees will have the option to use one of the following: 1) use
29 emergency leave, sick leave, personal leave or vacation; or 2) make arrangements with their supervisor
30 to work the hours lost; or 3) take a deduction in pay.

31
32 **Section 7.7.1. District Shut Down (Long Term).**

33 In the event of an unusual school closure due to a pandemic, epidemic, or the like, where any
34 government official is requiring immediate closure, the District will make every effort to notify
35 affected employees utilizing the procedures listed in Section 7.7. The parties will meet and
36 confer throughout the period of time the district is shut down regarding the processes and
37 impacts to employees

38
39 **Section 7.8. Call Back.**

40 Employees called back to work on a regular workday or called back to work on Saturday or Sunday
41 shall receive no less than two (2) hours pay at the appropriate rate regardless of the actual time spent
42 resolving the callback issue. This applies only to employees who are asked to return to their work site
43 or another work site in the district. This section does not apply to a phone call from the employee's
44 supervisor or a posted/awarded position.

Section 7.9. Shift Differential.

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

Section 7.10. Overtime.

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

Section 7.10.1. Facilities Department Extra Work.

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

Section 7.10.2. Custodial Extra Work.

The District shall offer the first right of refusal to the in-building custodians who are qualified in the order of in-category seniority. If no assignment is picked up from within, the qualified employees from the seniority list within the category will be offered the work if they are available and not on leave. See Section 11.7 and Section 11.7.1.

Section 7.11. Compensatory Time.

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

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

Section 7.12. Transportation Provisions.

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

Section 7.12.1. Bus Route.

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

1 **Section 7.12.1.1. Basic Route.**

2 A Basic Route shall be defined as an AM and PM; AM only or PM only; or any route
3 driven on a daily basis i.e. Skill Center or HEART excluding extra runs. These routes
4 shall be assigned to drivers by the Supervisor of Transportation in accordance with the
5 seniority provisions of this Agreement.
6

7 **Section 7.12.1.2. Extra Runs.**

8 Extra runs shall consist of any run outside of the home-to-school and school-to-home
9 runs in the AM and PM. Extra runs include but are not limited to Special Services runs,
10 after school late runs and midday skills center runs.
11

12 Extra runs will be assigned a driver and transportation assistant (when it is found that a
13 transportation assistant is necessary with a special education extra run) through a
14 selection process each year by seniority. This process will take place following the
15 thirty (30) workday adjustment period, but not later than October 15.
16

17 Non-continuous driving time (interrupted by 15 minutes or more) shall be subject to
18 2-hour callback for drivers and transportation assistants, as defined in Section 7.8. A
19 permanent extra run that has gone through the bidding process is excluded from Section
20 7.8 as long as it is driven by the awarded driver.
21

22 A driver or transportation assistant may resign from his/her extra run and keep the basic
23 route.
24

25 If a driver's or assistant's extra run assigned through the selection process at the
26 beginning of the year is dissolved or reduced from a five (5) day run to a four (4) day
27 run and remains there for one full week, he/she may bump the least senior driver with a
28 like extra run.
29

30 **Section 7.12.1.3. Open Routes.**

31 When a Basic Route or Extra Run becomes available, it shall be deemed an "open
32 route" and shall be filled in accordance with the Seniority Provisions of this Agreement
33 and under the following requirements:
34

- 35 1. All open routes will be submitted to Human Resources for posting within five (5)
36 workdays according to the Zonar route confirmation.
37
- 38 2. A Basic Route must be bid as a unit.
39
- 40 3. Extra Runs are to be bid separately.
41
- 42 4. Basic Routes and Extra Runs shall be posted for five (5) workdays before being
43 awarded or assigned.
44
- 45 5. Any combination of Basic Route and Extra Runs shall not exceed eight (8) hours
46 and must be combined as to affect the least possible use of time and fuel.
47

6. 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.

7. 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.

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.

Section 7.12.2. Route Assignment Time.

A basic route shall consist of a morning and/or an afternoon run. Hours assigned to a basic route shall include actual driving time plus fifteen (15) minutes for pre-trip on the AM run The PM run shall be assigned actual driving time plus fifteen (15) minutes for post-trip and thirty (30) minutes cleaning/servicing and fueling the bus. Additional time over the actual drive time including pre and post trip will be added together for the day before implementing Section 20.5 which allows rounding to the next quarter hour after five (5) minutes.

EXAMPLE:

AM trip runs 6 minutes over in morning – adds 6 minutes for AM
PM trip runs 6 minutes over in afternoon – adds 6 minutes for PM
TOTAL added time = 12 minutes which is rounded to 15 minutes

AM trip runs 5 minutes over in morning – adds 5 minutes for AM
PM trip runs 5 minutes over in afternoon – adds 5 minutes for PM
TOTAL added time = 10 minutes which is rounded to 15 minutes

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.

Transportation Assistant time on basic routes shall consist of actual drive time on the AM and/or PM runs with any additional time for the day rounded to the next quarter hour per Section 20.5 (please see example above) plus fifteen (15) minutes office check-in time.

Section 7.12.2.1. Route Confirmation Process.

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

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

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

Section 7.12.3. Field and Activity Trips.

Section 7.12.3.1. New Driver Trip Restriction.

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

Section 7.12.3.2. Assignment Procedures.

All drivers', transportation assistants' and dispatchers' names shall be placed on all trip lists in order of seniority. Those drivers and transportation assistants not wishing to take any category of trips may be removed from any list by written request. However, all

1 drivers and transportation assistants agree to take extra trips when required by overall
2 transportation needs (i.e., excessive number of buses to parades, etc.). Trip lists shall
3 include daytime, nighttime, weekend, *deliver only, *return only, six (6) hour and
4 overnight.

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

6
7 *Dispatchers will be included in the rotation of drivers and are only allowed to accept
8 trips outside of their regularly scheduled shift. If a trip is made available during this
9 time, they will receive a green turn-down.

10
11 All trip lists shall be maintained on a continuous basis to insure a more equitable
12 distribution of trips.

13
14 In the event that a senior driver is bypassed that driver shall be awarded the next
15 available trip of like or greater hours for which he/she is available.

16
17 Trips originating on a weekday shall be assigned not more than ten (10) workdays prior
18 to their date of departure.

19
20 **Weekday after School Trips**

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

28
29 Trips originating on a weekend shall be assigned not more than ten (10) workdays prior
30 to their date of departure.

31
32 **Weekend Trips**

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

- 37
38 1. Drivers and transportation assistants from the trip list(s) must be available to
39 fulfill the time requirement of the extra trip(s), or other qualified driver(s) and
40 transportation assistants may be assigned to the trip. Only in the case of Special
41 Education field trips will the transportation assistants be rotated regardless of
42 hours or shift time. In the event a day trip exceeds six (6) hours on a school day,
43 drivers from the appropriate list shall be assigned.
- 44
45 2. Field/Activity trips shall be assigned daily by 10 a.m. A driver shall have
46 twenty-four (24) hours to accept or turn-down the trip. Trips assigned by 10 a.m.
47 shall be accepted or turned-down by 10a.m. the next workday. A driver or
48 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.

3. Any trip canceled with proper notification shall be replaced by another trip from the proper list. 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.
4. Trips canceled without proper notification:
 - A. If a driver or transportation assistant reports on a trip (continuous time) and finds the trip is canceled, the trip shall be canceled on the trip list and the next available trip shall be assigned to that driver or transportation assistant. If the driver or transportation assistant cannot meet the replacement trip time requirement, an “N/A” (not available) shall be given.
 - B. If a driver or transportation assistant reports on a trip (appropriate callback) and finds the trip is canceled, the driver or transportation assistant shall receive appropriate pay according to Section 7.9 and be credited with the trip on the appropriate list.
 - C. When a driver or transportation assistant is assigned a trip forty-eight (48) hours or less prior to the start of the trip, the driver or transportation assistant shall not be penalized by receiving a N/A (not available) for refusing the trip for valid reasons. If the driver or transportation assistant turns down the trip, the driver or transportation assistant will receive a green T/D (turndown).
 - D. Trip time for all drivers for Field/Activity trips will include actual driving time, plus fifteen (15) minutes for pre-trip bus inspection, fifteen (15) minutes for post-trip bus inspection, and thirty (30) minutes for cleaning / servicing the bus for a total of sixty (60) minutes. Trip time for all transportation assistants shall begin fifteen (15) minutes before pick-up time at the school and end when the transportation assistant arrives back at the bus garage.
5. All drivers and transportation assistants shall be reimbursed at the established rate of hourly pay for all hours worked, subject to other applicable provisions of this Agreement.
6. Trips shall be placed in their proper category (daytime, nighttime, weekend, deliver only, return only, six (6) hour or overnight). Any trip beginning at 4:00 p.m. or later shall be considered a nighttime trip, with the exception of deliver only and return only. At time of assignment, trips with the most hours shall be distributed to the senior driver on the rotation list.

- 1 7. A driver assigned to the first portion of a split Field/Activity trip shall be
2 assigned the second portion of that trip provided it is not in conflict with an
3 existing assignment.
4
5 8. Drivers or transportation assistants who have additional permanent positions
6 such as, but not limited to, supervisory assistants or a nutrition services
7 assignment are eligible to accept an overnight or six (6) hour trip three (3)
8 different times during a school year if the trip's schedule would prevent the
9 employee from completing all of his/her permanent daily assignments. The
10 Wednesday before Thanksgiving, conference days, and collaboration days are
11 an exception to drivers and transportation assistants' eligibility to accept trips.
12 The change in the work week shall not be considered an alternate work schedule
13 under Article VII, Section 7.1.
14
15 9. An employee on paid administrative leave shall not be eligible for any
16 compensation beyond that of his/her regular day. Specifically, he/she shall not
17 be eligible for extra time or overtime assignment of any kind prior to being
18 returned to work.
19

20 **Section 7.12.3.3. Field Trip Process.**

21
22 **Trip Lists**

23 **1. Weekday Trips.**

24 Weekday trips are defined as any trip during a school day that begins before
25 4:00 p.m.
26

27 **2. Night Trips.**

28 Any trip beginning at 4:00 p.m. or later shall be considered a night trip
29

30 **3. Weekend Trips.**

31 Trips for Saturday, Sunday, or a scheduled holiday will be a weekend trip
32

33 **4. Overnight Trips.**

34 Any trip that schedules an employee to stay overnight with lodging at a field trip
35 location will be considered an overnight trip. Trips awarded will be posted a
36 minimum of a week before the trip to ensure that the driver awarded the trip is
37 correct in the rotation. In the event the driver is scheduled on a Friday night trip,
38 and is next in the overnight trip assignments, the driver will have the option to
39 keep the Friday night trip assignment, receive a green turn down card and be
40 available for the next overnight trip assignment.
41

42 For any out-of-town trip that includes ten (10) hours or more of non-drive time,
43 a hotel room will be provided for the employee to rest. Men & women will not
44 be required to share rooms.
45

46 *Trips that Require a Class A CDL will be counted towards the trip list they
47 would fall under as if it were a school bus trip. The current Class A CDL will
48 roll over to the new lists.

Truck and Trailer (Class A) trips will be posted a minimum of a week before the trip to ensure that the driver awarded the trip is correct in the rotation.

Signing up for Trips

1. All drivers and assistants wishing to be on the trips list will sign up at the annual in-service. Drivers/assistants can choose to sign up on some lists but not others.
2. Anyone failing to sign up, will have an opportunity to add their name to the lists within 10 workdays of the first day of school. Those who do not sign up will be ineligible for trips for the first semester.
3. At the beginning of the second semester, there will be a second opportunity to sign up within 10 workdays of the start of second semester. All those who signed up in the first semester will remain on the lists.
4. New drivers and assistants must sign up within 10 workdays from date of hire into a permanent/temp position. Those who do not sign up will be ineligible for trips.

Assigning Trips

1. All drivers' and transportation assistants' names who have signed up shall be placed on the trip list in order of seniority.
2. Trips can be assigned up to 10 workdays before the actual date of the trip.
3. Dispatch will conduct a trip reminder prior to the day the trip is to depart.
4. Drivers assigned a trip that begins on Sunday will receive a reminder the school day that preceded it.
5. With the exception of the overnight trip list, all other trip lists will reset at the beginning of each school year.

Turning Down a Trip

Employees will have twelve (12) hours from time of notification to turn down a trip. If an employee is notified of a trip after 3:00 p.m., the employee will have until 10:00 a.m. the next workday to turn the trip down. If an employee fails to notify within this time period, the trip will be reassigned, and it will count as a chargeable turn-down.

If an employee receives a trip with less than 24 hours before the trip is to start, an employee may decline the trip without it being considered a chargeable turn-down.

Remove/suspension from All Field Trip Lists

- More than 2 Chargeable Turn-downs
 - Employees will not be penalized for up to two chargeable turn downs. However, if they turn down a third trip, the employee will be removed from the trip lists for the rest of the semester. They employee can have their name added to the rotation lists the following semester.

- Exceptions
 - Any trip under 1.5 hours would be considered extra hours and would be assigned from the Day Trip list. If an employee declines the trip, they will not be charged.
 - Employees on an approved leave that have not been present to check their box will not be charged if they do not respond within 24 hours
 - Suspension from list for Chargeable Accidents/incidents
- If an employee is found responsible for an accident/incident that resulted in any damage or injury, the employee will be suspended from all trip lists for up to 60 school days. If the school year ends prior to completion of the suspension, the suspension will carry over into the next school year for the remaining days.
- The union will have an opportunity to discuss a suspension with the supervisor. However, the length and duration of a suspension from the trip list is at the sole discretion of management.

48 Hour Process

Because of different reasons (school requested trip late, other employees have declined, etc.) some trips end up with a shorter response time. When this occurs, the following process will take place:

- A trip that is scheduled to start within 48 hours will be assigned as such
 - Using the appropriate trip list, Transportation Office will reach out via 2-way radio
 - Transportation office will attempt to contact the employee that would next be up for a trip.
 - The employee must then either confirm accepting the trip or may decline, without charge
 - Transportation office will continue down the list until an employee accepts the trip

If a trip is cancelled without prior notice, the driver will receive a two (2) hour call out if non-continuous time plus will get a green 'TD' (turn down) and will get the next trip on that list.

The intent is to improve the field trip process and improve service to employees. During the pilot period (which concludes at the end of the school year) the committee may meet from time to time to address challenges that may arise. All other aspects of the CBA that are not in conflict with the field trip process are still in effect.

Section 7.12.4. Trip Compensation.

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

Appropriate meals shall be reimbursed based on US General Services Administration (GSA) per diem rates. Overnight trip requests will indicate meals that will be provided. Meal reimbursement will be applied using the following criteria:

1. Drivers will be reimbursed for lunch and/or dinner for a Saturday or Sunday trip that is not a split trip if the driver leaves before 11:00 A.M. or returns after 7:00 P.M. Drivers will be reimbursed for meals that would occur during out of the county trips, that are not overnight and fall into lunch or dinner times (i.e. a sports trip to Clarkston), as well as breakfast, if the trip departs before 6:00 a.m.

Meals allowances will be figured according to the printed trip schedule. On the day of departure breakfast will only be paid if the trip started before 6:00 a.m. On the day of return lunch will be paid if the trip returns after 1:00 p.m. and dinner if the trip returns after 6:00 p.m. For example, a trip that departed at 7:00 a.m. on Friday and returned at 10:00 p.m. on Saturday would qualify for lunch and dinner on Friday and breakfast, lunch, and dinner on Saturday.

2. Weeknight trips, deliver/return and split trips would not qualify for meal reimbursement.

Section 7.12.5. Overnight Trips Compensation.

On all overnight trips that occur Monday through Friday, the drivers shall be compensated three hundred (\$300.00) for each twenty-four (24) hour period or part thereof. A twenty-four (24) hour period is defined as that time running from midnight to midnight. Driver's lodging and food shall be reimbursed. All overnight trips shall be assigned to regular drivers on a rotating basis, provided that such drivers may have the option of rejecting such trips without any effect on their extra trip assignments.

Overnight trips that include Saturday shall be compensated at three hundred ninety (\$390.00) for the period from midnight Friday to midnight Saturday or part thereof.

Overnight trips that include Sunday shall be compensated at five hundred seventy five (\$575.00) for being on duty from midnight Saturday to midnight Sunday.

Sunday time shall be compensated based on quarters of the twenty-four (24) hour period from midnight Saturday to midnight Sunday. Sunday time greater than 18 hours will be compensated at the full twenty-four hour period rate.

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

- a. Transportation Assistants will receive eighty percent (80%) of the compensation figures that appear in Section 7.12.5.
- b. Paraeducators will receive eighty percent (80%) of the compensation figures that appear in Section 7.12.5.
- c. Classified Nurses will receive one hundred five percent (105%) of the compensation figures that appear in Section 7.12.5.

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

Section 7.12.6. Charter Buses.

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

1. When available, Central Valley school buses and drivers will be used for trips within the Greater Inland Empire, which is defined as in Washington, east of the Cascades, Northern Idaho, Northeast Oregon, and Western Montana specifically Missoula and Kalispell.
2. When the trip destination is outside the Greater Inland Empire, the selection of a yellow or charter bus shall be the choice of the individual school. When a charter bus is selected, the cost will be paid by ASB, Boosters, or students.
3. When a trip is in the Greater Inland Empire and a charter bus is selected, the cost will be paid by ASB, Boosters, or students. On a District-wide basis, charter bus transportation within the Inland Empire shall be used for no more than six (6) “events” during the school year. For the purposes of determining the number of “events” for which charter bus transportation is used, one or more buses traveling roundtrip to a function at a particular destination from a specific District school shall be considered a single “event”. If one or more buses travel roundtrip to that same function and destination from a different school, it shall be considered a separate “event”. Further, if two separate teams or groups from the same District school travel by charter bus transportation to the same destination (e.g., boys and girls teams both qualifying for regional playoffs to be held at the same destination at the same time), it shall be considered two separate “events.” Item #3 does not apply to trips to Silverwood. Trips to Silverwood will only be chartered if Item #1 applies. A yellow school bus shall be used for all events over six (6) trips in the Greater Inland Empire, provided that equipment and personnel are available.
4. Durham, First Student, or other similar school bus operations will not be used for charter services.
5. When using a Charter bus, school personnel will access carriers with a District approved carrier profile.
6. The trip approval process currently in use will continue to be used.

- 1 7. The trip request form indicates required timelines, loading, departure and return times,
2 and whether or not a charter is approved.

3
4 **Section 7.12.7. Maxi Vans.**

5 Maxi vans are exempt from extra trip assignments.

6
7 **Section 7.12.8. Special Services Routes.**

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

13
14 Route maps shall be updated with the office within the first two (2) weeks of the beginning of
15 the school year.

16
17 Special Services Route Bus Drivers are required throughout the year to route and contact new
18 parents as to pick-up times and approximate drop-off times. This information shall be updated
19 in the route books as soon as possible after the information is received. Drivers will be
20 expected to do this routing during their paid down times throughout the day. Time spent in
21 excess of paid down time when needed due to changes in routes will be recorded on a separate
22 timesheet as extra time. Route books will be kept up to date with each addition or deletion of
23 any students.

24
25 Midday Bus Drivers that have a regular ed AM & PM route will be allowed two (2) hours of
26 non-overtime extra pay at the beginning of the year for setting up and contacting parents of the
27 students.

28
29 All Bus Drivers shall have up to two (2) non-overtime hours, in addition to any other allocated
30 time found in the current CBA, to prepare their bus before the start of school in the fall.

31
32 **Section 7.12.9. Stand-by Rate.**

33 Driver stand-by rate will be paid at the current Washington state minimum wage hourly rate.

34
35 **Section 7.12.10. Non-CDL Van Driver.**

36 Assist the Transportation Department in performing a variety of tasks related to the safe and
37 efficient transportation of students. This position will transport students to and from school
38 and/or school activities at scheduled departure and arrival times using District vehicle(s),
39 including cars, SUVs, and passenger vans.

40
41 **Section 7.13. Nutrition Services Provisions.**

42
43 **Section 7.13.1. Covering Absences in a Kitchen.**

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

- 45
46 • Most senior employee moves into the vacant position, provided the vacant position
47 has more time.

- Everyone would move up according to seniority that day and the least senior person's position would be subbed out.

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

- The lead will distribute the hours of the open position by seniority and availability, provided the assignment of time does not create an overtime situation.
- If the present kitchen staff are not able to fill the vacant position without going into an overtime status, Section 7.10 will apply.
- Breaks and lunch may be shifted to accommodate the workload for a vacant position. If lunch is forgone with the supervisor's approval, then Section 7.5 will apply.

Section 7.13.2. Catering.

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

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

Section 7.13.3. Nutrition Services Lead Placement.

Each year, in July, the district will review the prior year's average number of daily meal equivalents in determining the Schedule A placement for each lead cook in the upcoming

1 school year. Leads that would be negatively impacted by this determination, would be
2 grandfathered at their current hourly pay line until there is a vacancy in the position at which
3 time the salary placement would be reevaluated. Grandfathered employees would lose their
4 placement upon vacating that position.

5 6 **Section 7.14. Custodial Provisions.**

7 8 **Custodial Cell Phone.**

9 For head custodian positions at the District's comprehensive high schools which require the use of a
10 smartphone to access district communications and district apps due to the many extracurricular and
11 facility rental events, the employee has the option of using their personal smartphone and submitting a
12 monthly claim for reimbursement. Said reimbursement is thirty dollars (\$30) per month. Any district
13 business or communications on the personal smartphone would be deemed a public record and would be
14 subject to the requirements of the Public Records Act per Administrative Procedure 6250AP. Any head
15 custodian who feels there is a justifiable need for a smartphone reimbursement at another district location
16 can bring a request to the attention of the District Human Resources Department for consideration.

17 18 **Section 7.15. Paraeducator Provisions.**

- 19 ● Paraeducators will receive up to (not to exceed) four (4) hours of paid collaboration time
20 between the AI CI BI classroom teacher and their para staff. These four (4) hours can be used
21 any time between August 1 and the first day of school. The express purpose of this time is to
22 discuss specific student needs, build classroom routines, and develop a positive classroom
23 culture.
- 24 ● Educational compensation of fifty cents (.50) per hour for the General Certification or seventy-
25 five cents (.75) per hour for the Advanced Certification.

26 27 28 **Section 7.16. Facilities Provisions.**

- 29 ● Uniform - The District will provide 5 uniform work shirts per employee in the
30 Facilities Department upon hire and will provide 3 new shirts annually. All Facilities
31 employees are required to wear the uniform shirt provided on a daily basis. Additional shirts
32 may be purchased by the employee at cost.
- 33 ● Tools – Basic tools will be provided by the District.
- 34 ● Protective Equipment – The District will provide personal protective equipment
35 (PPE) for Facilities employees working in hazardous conditions as recommended by the U.S.
36 Department of Labor Occupational Safety and Health Administration (OSHA).

37 38 39 40 **Section 7.17. Classified Registered Nurse (RN).**

41 The Classified Registered Nurse position works following the Health Services program direction and
42 in collaboration with the Certificated School Nurses. Classified RN Nurses provide professional health
43 care to students and staff to prevent, identify, and/or remediate health problems that may impair
44 learning, social adjustment, or emotional well-being of students. Classified Nurses may be assigned to
45 an individual student or to a school as needed within the scope of duties approved by the Central
46 Valley School District.

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. Labor Day |
| 2. Martin Luther King Day | 8. Veterans' Day |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving Day |
| 5. Juneteenth | 11. Day before Christmas |
| 6. Independence Day | 12. Christmas 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 two hundred (200) days or more, are eligible to receive pay for all of the above listed holidays with the exception of Independence Day. The employee's work year is defined as two hundred (200) 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 Juneteenth, Independence Day, and Labor Day unless such holiday falls on a scheduled workday. The work year for these employees starts on the first day of school 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 on the Friday 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 are actively working their contracted assignment the workday immediately preceding or after the day observed for Juneteenth, Independence Day and the Labor Day holidays will be paid for such holidays as provided for in Section 8.1.2.

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

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

Section 8.1.3. Worked Holidays.

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

Section 8.1.4. Holidays During Vacation.

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

Section 8.1.5. Wednesday before Thanksgiving.

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

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

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

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

Section 8.2. Vacations for Twelve-Month Employees.

Section 8.2.1. Vacation Accrual.

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

<u>Years of Service</u>	<u>Workdays</u>
1 st Year	5
2-5	10
6-12	15
13-17	20

18	21
19	22
20	23
21	24
22	25

Section 8.2.2. Anniversary Date.

Vacation years of service for twelve (12) month employees shall be credited annually on August 31st. Vacation shall be prorated and accrued monthly based upon the employee's current contracted number of hours. Accrued vacation will be posted to the employee's leave statement monthly.

Section 8.2.3. Vacation Accrual Limit.

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

Section 8.2.4. Vacation Usage.

Twelve (12) month employees may take vacation at any time which does not disrupt the required activities of the District, as determined by the District Administration. Employees shall create vacation requests in the Absence Management System. Supervisors will either approve or deny the requests based on the needs of the district.

Section 8.3. Vacation for Less than 12 Month Employees.

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

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

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

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

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

Section 8.3.1. Pay for Vacation Credit.

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

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

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.

Any employee injured as a direct result of a physically violent act by a student will have access to five (5) Emergency Sick Leave Days which cannot be claimed on the same days in which the employee is receiving time-loss payments from the NEWA Workers' Compensation Co-op. These days are not cumulative and do not carry over from year to year. Documentation must include an accident report signed by their supervisor and submitted to human resources for final approval.

1 **Section 9.1.2. Workman's Compensation.**

2 Each employee has the right to exercise the option of reimbursing the District monies paid by
3 the ESD Cooperative for Workman's Compensation time loss. Such reimbursement shall
4 restore sick leave accrued to such employee on a pro rata basis of the reimbursement. However,
5 any reinstated sick leave cannot be reused for additional Workman's Compensation time loss.
6

7 **Section 9.1.3. Family Medical Leave.**

8 Under the federal Family Medical Leave Act (FMLA), the Washington Family Leave Act
9 (FLA), the Washington State Human Rights Commission Laws, the Washington Family Care
10 Act (FCA), and District Policy/Procedure 5404, employees have certain rights and protections,
11 most of which run parallel with the provisions outlined in Sections 9.1.1, 9.3, 9.3.1, 9.3.2,
12 9.3.3, 9.3.4, and 9.4. With the exception of FMLA, which extends medical benefits up to 12
13 weeks for qualifying employees who have exhausted their paid leave or exhaust it during their
14 leave period, none of the above laws provide for additional paid family leave time. It is
15 encouraged that employees review their family medical leave rights with Human Resources.
16

17 The eligibility threshold for PSE employees who are not 260 day employees will be eight-
18 hundred fifty (850) hours worked in the preceding twelve (12) month period rather than one
19 thousand two-hundred fifty (1250) hours worked as noted in FMLA regulations.
20

21 **Section 9.1.4. Sick Leave Sharing.**

22 Employees may participate in sick leave sharing program in accordance with State approved
23 regulations and board procedure. A staff member who has an accrued vacation leave balance of
24 more than ten (10) days may request that the superintendent transfer a specified number of days
25 to another person authorized to receive shared leave. A staff member may not request leave to
26 be transferred that would result in an accrued vacation leave balance of fewer than ten (10)
27 days.
28

29 A staff member who has an accrued sick leave balance of more than twenty-two (22) days may
30 request that the superintendent transfer a specified number of days to another person authorized
31 to receive shared leave. A staff member may not request a transfer that would result in an
32 accrued sick leave balance of fewer than twenty-two (22) days. Donated sick leave will impact
33 sick leave buy-out as days used. Employees must submit leave sharing forms to Human
34 Resources to request sick leave sharing for themselves or to donate leave.
35

36 **Section 9.1.5. Annual Buy-Out of Accumulated Sick Leave (CVSD Board Policy 5401).**

37 In January of the year following any year in which a minimum of sixty (60) days of sick leave
38 is accrued, and each January thereafter, any eligible employee may exercise an option to
39 receive remuneration for unused sick leave accumulated in the previous calendar year up to the
40 equivalent of twelve (12) days at a rate equal to one (1) day's monetary compensation for each
41 four (4) days of accrued sick leave in excess of sixty (60) days per RCW 28A.400.210 (1:4
42 ratio). Due to the conversion, the maximum value for compensation would be equal to 3 days if
43 an eligible employee had used no sick leave in the previous calendar year. Sick leave for which
44 compensation has been received under this provision shall be deducted from accrued leave at
45 the rate of four (4) days for every one (1) day's monetary compensation (4:1 ratio).
46

47 Employees who have a sick leave balance of at least 180 earned days as of the first day of the
48 contract year will have the option to cash out and convert funds to their VEBA account if the

bargaining unit votes to continue that option in the year of the Cash-out. Once an employee becomes eligible, the option of Cash-out or continued accrual of sick leave days beyond 180 is not permitted.

Section 9.1.6. Sick Leave Conversion at Retirement.

At the time of separation from School District employment an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation for each four (4) full days of accrued sick leave (1:4 ratio). Such accrual shall not exceed one hundred eighty (180) days unless otherwise provided by statute. (Refer to Central Valley School District Board Policy 5401.)

This provision is a part of the Washington State Employee Attendance Incentive Program per RCW 28A.400.210.

An eligible employee means (as defined in RCW 28A.400.210 [2]):

- a. Employees who separate from employment due to death or an eligible DRS retirement;
- b. Employees who separate from employment and who are at least age fifty-five and have at least ten (10) years of service in SERS (3); or
- c. Employees who separate from employment and who are at least age fifty-five and have at least fifteen (15) years of service in SERS (2).

The District has adopted the VEBA (Sick Leave Conversion Medical Reimbursement Plan - the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all retiring employees in the collective bargaining unit. For purposes of retirement, contributions to the Plan, all employees covered by the Agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the unused sick leave days accruing to the credit of such employee.

The VEBA provision shall be reopened annually.

Section 9.2. Personal Leave.

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

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

If the days are unused the employee shall have the option to: (1) Cash in personal leave days at the end of his/her work year (June or August) at the regular rate of pay in his/her category. Personal leave for those employees having an alternate work schedule shall be allocated based upon their average daily shift as defined in Article VII, Section 7.1. Personal 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.

Section 9.2.1. Unpaid Leave.

Employees are not entitled to unpaid leave; however, in unique circumstances or opportunities, employees may request time off without pay when all Personal Leave has been exhausted. Pre-approval is required. Requests for unpaid leave shall be submitted in writing to the Human Resources Department with a copy to the Principal/Supervisor at least two (2) weeks prior and approval shall be coordinated with the Human Resources (HR) office.

Section 9.3. Bereavement Leave.

Employees shall be entitled to up to five (5) days per occurrence of bereavement leave for a death in the immediate family which is defined as: mother, father, spouse/significant other, child, sister, brother, grandparents, grandchild, or the parents or siblings of the employee's spouse or significant other. Two (2) days of leave shall be allowed for the death of the employee's aunt, uncle, niece, or nephew. In the event a death involves someone with whom the employee has a close personal relationship that is not included above, the employee will have access to any accumulated sick leave. Any request for leave beyond five (5) days will be determined on a case by case basis by Human Resources.

Section 9.4. Maternity Leave.

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

Section 9.4.1. Notification.

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

Section 9.4.2. Request for Leave of Absence.

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

Section 9.4.3. Return from Maternity Leave of Absence.

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

Section 9.4.4. Non-Birth Parent Leave.

A non-birth parent, upon request, shall be granted Non-Birth Parent in accordance with the FMLA leave provisions.

1 **Section 9.5. Adoption Leave.**

2 Employees, upon request, shall be granted Adoption leave in accordance with the FMLA leave
3 provisions.
4

5 **Section 9.6. Judicial Leave.**

6 In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named
7 as a codefendant with the District, such employee shall receive a normal day's pay for each day of
8 required presence in court. In the event that an employee is a party in a court action, such employee
9 may request a leave of absence without pay by entering the absence into the Absence Management
10 System and uploading a copy of the jury summons or subpoena. A copy of the jury summons or
11 subpoena shall be attached to the employee's report of absence form. Additional documentation of
12 days served may be required.
13

14 **Section 9.7. Leave of Absence.**

15
16 **Section 9.7.1. Request Process.**

17 A leave of absence request will be presented to the immediate supervisor and processed
18 through administrative channels to the Superintendent/designee; and upon approval of the
19 Board of Directors, an employee may be granted an extended leave of absence without pay, for
20 a period not to exceed one (1) calendar year; provided, however, that if such leave is for
21 extended illness or injury, an additional one (1) calendar year of leave may be granted.
22 Extended leaves may be granted for exceptional circumstances. This position will be posted
23 and filled as per Section 10.5.1 of this contract.
24

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

26 The returning employee will be assigned to the position occupied before the leave of absence,
27 or if the position is not available in the District, to a position substantially equal. Employees
28 hired to fill positions of employees on leave of absence shall be informed of this provision by
29 the District.
30

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

32 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
33 on leave of absence. Vacation credits, sick leave, and seniority shall not accrue while the
34 employee is on leave of absence; with the exception, that such leave is compensated using
35 accrued or shared leave and approved for extended illness or injury, seniority shall accrue. This
36 provision of the contract does not apply to an employee who is out on a leave of absence for
37 personal reasons.
38

39 **Section 9.7.4. Military Leave.**

40 The District shall remain in compliance with USERRA regulations and District policies.
41

42 **Section 9.7.5. Washington State Paid Family and Medical Leave.**

43 Classified employees shall be eligible to receive paid leave under the Washington State Paid
44 Family and Medical Leave Program (PFML). Eligibility will be governed by the PFML
45 regulations. The District shall pay the amount of the employer payroll premium required by
46 state law and the employee shall pay the employee premium.
47
48

ARTICLE X

PUBLICATION OF POSITIONS

Section 10.1. Posting Positions.

The District shall post any new or open positions, including but not limited to a regular position, temporary position, or a leave of absence replacement, for a minimum of five (5) workdays and as soon as possible once Human Resources has verified the continuing need for the position as well as the correct information needed to post. From August 1st through September 30th of each year, job postings can be posted for a minimum of three (3) workdays in an effort to fill the large number of open positions related to the start of the school year. Such positions shall be filled or the position shall be eliminated within fifteen (15) workdays following the closure of the posting. The timelines, as above, may be extended under unusual circumstances upon mutual consent of the parties.

A copy of all job postings shall be emailed to the President of the Association. Job postings are posted on the employment page of the district website (www.cvsd.org). An electronic device will be available in the Learning & Teaching Center (LTC) front lobby for potential candidates to review current job postings.

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

Jobs that are less than eight (8) hours may be posted together as a combo posting in an effort to provide full-time employment to candidates. For hiring purposes, seniority will be based on the position that has the most posted hours. Seniority will be earned in both classifications within the combo posting.

Due to the fact that these jobs will remain as two separate positions, mileage reimbursement will not apply.

Section 10.2. Assignment Adjustments.

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

Section 10.3. Reopening of a Current Position.

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

Section 10.4. Exclusions to Postings.

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

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

1 **Section 10.4.1. Additional Time Up to One Hour.**

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

- 4
- 5 1. Offer the available time to the most senior employee in the same SJC classification in
6 the building or department (see Section 10.4).
 - 7
 - 8 2. If the senior same SJC employee has like time and would like to trade for equal time
9 available, he/she may trade (i.e. .5 hour for .5 hour) and Section 11.8 would apply.
 - 10
 - 11 3. If time is vacated by the senior employee, that time shall then be offered to the next
12 senior employee in the same SJC.
 - 13
 - 14 4. If no employee within the building or department is available or accepts the time, the
15 district may post the time according to Section 7.1.1.
 - 16

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

20

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

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

25

26 **Section 10.6. Temporary Positions.**

27 An employee who acquires a temporary position in another classification will be given a new seniority
28 date in that classification and maintain their seniority date in the new classification for one year after
29 the temporary position ends.

30

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

34

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

36 When a position requires coverage during a leave of absence, the position will be posted as a
37 temporary position within the district. Qualified candidates will be awarded the position per Section
38 11.7 of this agreement. If an employee is awarded a temporary position, he/she will be returned to
39 his/her original position at the conclusion of the temporary job. The employee's original position
40 may be filled by a substitute for the duration of the temporary position, in which case, a seniority
41 date will not be assigned for the substitute.

42

43 **Section 10.7. Position Review.**

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

- 46
- 47 1. A major function has been added to the employee's position that changes the level of
48 responsibility or skills required.

2. The position requires significantly higher levels of knowledge or skills than the current job description.
3. The position requires a higher level of responsibility in decision-making or a higher level of authority not in the present classification level.
4. The job description did not accurately reflect the current scope of the job duties at the time the assignment was accepted.

The Executive Director of Human Resources shall provide a copy of any request to the PSE Chapter President. The Executive Director of Human Resources shall then make a recommendation to the Superintendent for a final decision. Requests must be turned in by January 15 of each year. Requests will be reviewed annually by April 30. Employees will be given a written response including the rationale for any denial. Approved changes will be implemented at the beginning of the following school year. Those not granted classification/level change may re-apply after two years.

ARTICLE XI

PROBATION AND SENIORITY

Section 11.1. Probation.

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

Section 11.1.1. Probationary Wage.

New employees will be placed at the regular rate of pay on Schedule A. Once outside experience documentation has been received and approved by Human Resources, the employee's rate of pay will be moved to the corresponding level based on experience credit.

Section 11.1.2. New Position during Probation.

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

Section 11.2. Completion of Probation.

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

Section 11.3. District Hire Date.

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

The General Job Classification (GJC) seniority date shall be applicable to all seniority rights within 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 A. Resignation;
18 B. Discharge for justifiable cause;
19 C. Retirement; or
20 D. Change in job classification within the bargaining unit, as hereinafter provided.

21
22 **Section 11.4.1. Retention of Seniority within Classification.**

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

26
27 **Section 11.5. Seniority Retained.**

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

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

33
34 **Section 11.6. Seniority within General Job Classification (GJC).**

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

40
41 **Section 11.6.1. Grandfathered Custodial/Facilities.**

42 Grandfathered employees (Custodial/Facilities) hired prior to September 1, 1984 shall receive
43 seniority in both the Custodial and Facilities classifications.

44
45 **Section 11.6.2. Grandfathered Paraeducators and School/Transportation Assistants.**

46 Grandfathered employees (Paraeducators and School/Transportation Assistants) hired prior to
47 September 1, 1999 shall receive seniority in both the Paraeducator and School/Transportation
48 Assistant classifications. A new seniority date in the Transportation classification effective

September 1, 2008 will be in a new SJC VIII – Transportation Assistant. A current employee will use his/her SA date as the seniority placement date in the new SJC.

Section 11.6.3. Special Placement.

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

Section 11.7. Preferential Rights Within a School or Department.

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

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

Section 11.7.1. Additional Work Outside of School or Department.

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

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

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

Section 11.7.2. Out of Category.

If no employee in the General Job Classification has applied for a posted position and an employee in another General Job Classification applies, that employee's application and personnel file shall be reviewed to determine whether or not he/she meets the stated qualifications. Out-of-category employees who meet the position qualifications shall be given full consideration.

Section 11.7.3. Assignment Changes.

The determination for movement of staff who are “district wide” will include the input from the employee in those positions. Annually the employees and administrators will review the needs and positions and district administration will make assignments based on the needs, qualifications, and seniority.

Section 11.8. Trial Service.

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

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

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

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

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

If, by the end of five (5) workdays or less, the trial service period does not prove satisfactory for the employee, the employee shall provide the Human Resources a written request to return to his/her former position.

If an employee leaves a position during the Trial Service period, for whatever reason, the next senior employee in the General Job Classification on the original posting who meets the qualifications shall be offered the position (Reference Section 11.7. *Preferential rights within a school or department*). If such an employee is not available, the position will be re-posted.

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 if Available.

The employee may elect to remain in the same position by accepting the change in available hours 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 employee in a position in their sub-specific job category *(with equal hours and contracted days) as hereinafter provided. 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 contracted days) within the general job classification as identified in Article XI, Section 11.6 and Section 12.3.; or *(Equal Hours = same hours or the next lowest total daily hourly assignment).

See Section 7.12.1.2 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.

2. The Association and potentially affected Paraeducator’s will be notified in writing of the potential for displacement and the positions to which they are currently assigned before the end of the school year.
3. By the third (3rd) week in August, all jobs held in the displacement pool and all vacancies due to resignation or retirement that have been submitted to the District will

be posted. Only “in category” candidates will be considered for these postings. Jobs will continue to be posted “in category” as soon as the District becomes aware of them through the tenth (10th) working day of the new school year (closing date). All available jobs after ten (10) workdays and up to the date of displacement shall be used in the displacement process. If a displacement is deemed necessary, the process will take place as soon as possible after twenty (20) workdays in the new school year, approximately September 30. If a Paraeducator who is notified that they are potentially eligible for displacement bids into a new job and his/her previous job is then kept intact prior to the first day of school, they will be given the option of taking the new job or keeping their previous job. Whichever job they do not take will then be posted.

4. All potentially displaced Paraeducators will report to their last work location at the beginning of the school year with pay and benefits guaranteed from the previous year (unless they bid on and were awarded a new position) until the Paraeducator displacement process takes place, if necessary. During this time Paraeducators may be used in the building as deemed necessary by the administration. During the entire process, from the third (3rd) week of August on, these Paraeducators are expected to apply for open positions which they are qualified for but the expectation only applies to those positions that are comparable to the position they are losing.
5. The District will work with the Association in the assignment of displaced Paraeducators. Paraeducators who are eligible to participate in the displacement process may select any available open or new position by seniority. Paraeducators who cannot attend the displacement process event may authorize a PSE officer to make an appropriate selection for them. Paraeducators who do not attend the process or arrange for a PSE officer to act for them will be placed on layoff.
6. If a Paraeducator’s decrease in work hours changes his/her position below the eligibility requirements for the PERS or SERS retirement system or group benefits, the paraeducator is eligible to be awarded through the displaced list, a position comparable to the last assignment which is eligible for the PERS or SERS retirement system or group benefits.
7. If a Paraeducator turns down an offered position, the District is under no further obligation. Following the rejection of a substantially equal position, the employee waives his/her rights to further employment with the District.
8. The District may assign a current Paraeducator, temporary hours for up to sixty (60) workdays, except when the temporary hours are due to a Paraeducator being on leave. Said hours are not included as part of the Paraeducator’s bid or assigned hours.
9. A Paraeducator shall not suffer the loss of one (1) hour or less on a consecutive basis for more than three (3) years.

Section 12.1.4. Layoff Election.

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

Section 12.2. Layoff.

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

Section 12.2.1. Reemployment List.

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

Section 12.2.2. Address Notification.

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

Section 12.2.3. Forfeit of Rights.

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

Section 12.2.4. Rejection of Offer.

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

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

Section 12.3. Employee Groupings for Layoff Purposes.

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

***GJC FACILITIES**

SJC I	Plumber, Electrician, Carpenter, Painter, Heating Control Specialist
SJC II	Groundskeeper
SJC III	General Maintenance Technician, HVAC-R Assistant
SJC IV	Tractor/Mower Operator
SJC V	Courier, Mail/NS Courier
SJC VI	Instrument Courier
SJC VII	Warehouse Assistant

***GJC CUSTODIAL**

SJC I	Head Custodian - Elementary
SJC II	Head Custodian – Middle School and Large Elementary School
SJC III	Head Custodian – High School

1	SJC IV	Custodian
2	SJC V	Laundry/Uniform Maintenance Specialist
3		
4	*GJC TECHNICAL	
5	SJC I	Network Tech/Server Tech 1
6	SJC II	Network Tech/Server Tech 2
7	SJC III	Data Analyst 1
8	SJC IV	Data Analyst 2
9	SJC V	Specialists: Special Programs Support 1, Payroll, Accounting, HR, Substitute
10	SJC VI	Computer Field Technician
11	SJC VII	Print Room Specialist
12	SJC VIII	Transportation Technician, Virtual Learning Technician
13	SJC IX	Leave Specialist, Benefits Specialist
14	SJC X	Purchasing Specialist, Special Programs Support 2
15	SJC XI	Technology Assistant Specialist "Help Desk"
16		
17	*GJC SEASONAL	
18	SJC I	Painter
19	SJC II	HVAC Assistant
20	SJC III	Warehouse Assistant
21	SJC IV	Groundskeeper Assistant
22	SJC V	Transportation Assistant (Motor Pool)
23	SJC VI	Print Room Helper
24	SJC VII	Delivery/Moving Assistant
25		
26	*GJC PARAEDUCATORS	
27	SJC I	Instructional, Title, Extended Day, K-4 Literacy, Special Ed, Summer School
28	SJC II	CI/CMI, AI, BI Instructional
29	SJC III	High School AI/BI Instructional
30	SJC IV	Behavior Intervention Technician
31	SJC V	Asst. to Physical & Occup. Therapists
32		
33	*GJC SCHOOL ASSISTANTS	
34	SJC I	School Assistant
35	SJC II	HS Campus Supervisor
36		
37	GJC SPECIALISTS	
38	SJC I	Lead Interpreter
39	SJC II	Interpreter
40	SJC III	Classified Nurse RN
41	SJC IV	Classified Nurse LPN
42	SJC V	Certificated Occupational/Physical Therapist Assistant
43	SJC VI	Health Aide, Personal Care Assistant
44	SJC VII	Speech-to-Text Transcriber
45	SJC VIII	Braillist
46	SJC IX	Vision Support Specialist
47		
48		

*GJC SECRETARIAL/CLERICAL

SJC I Secretary Level 1***

SJC II Secretary Level 2***

SJC III Secretary Level 3***

***Secretarial Level 1 Director, Executive Director, Executive Officer

***Secretarial Level 2 All School Head Secretaries, HS Bookkeepers and Central Office Secretarial positions

***Secretarial Level 3 All other non-head secretarial positions, Nurse Assistant

*GJC TRANSPORTATION

SJC I Mechanic II – ASE Certified

SJC II Mechanic Assistant – Bus Service Specialist

SJC III Transportation Safety Trainer

SJC IV Transportation Driver Trainer

SJC V Transportation Dispatcher

SJC VI Transportation Driver, Regular or Special Needs

SJC VII Non CDL Van Driver

SJC VIII Transportation Assistant

*GJC NUTRITION SERVICES

SJC I Lead Cook 3 – 250 or less Avg ME

SJC II Lead Cook 2 – 251-400 Avg ME

SJC III Lead Cook 1 – 401 or higher Avg ME

SJC IV Assistant Cook

SJC V Nutrition Services Truck Driver

*GJC EARLY LEARNING CENTER

SJC I ELP Ed. Component Specialist

SJC II Family, Community & Transition Component Specialist

SJC III Family Support Specialist

SJC IV ELP Lead Teacher

SJC V ELP Educational Assistant 1

SJC VI ELP Head Secretary

SJC VII ELP Bookkeeper

SJC VIII ELP Assistant Secretary

*In the general job classifications of Transportation, Nutrition Services, Paraeducators and School Assistants, if a layoff is effective at the beginning of a school year, assignments shall be made according to Article X, Section 10.2. In the event of a mid-year layoff, the procedures in Article XII shall apply; provided, however, positions shall be adjusted, by seniority, the following year as per Article X, Section 10.2.

ARTICLE XIII

TRANSFER OF PREVIOUS EXPERIENCE

Section 13.1. Transfer within Washington State.

A new hire leaving one school district with the State of Washington and commencing employment with Central Valley School District shall retain the same longevity, leaves, and other benefits that he/she had in the previous district, subject to terms and conditions of this Agreement.

Section 13.2. Other Experience.

Effective September 1, 1986, any new hire previously employed outside the State of Washington or outside the Central Valley School District, and who is hired to perform work similar to that in which he/she was previously engaged, shall be allowed longevity credit. This new hire shall be permitted to transfer one-half (½) year for each full year of prior work experience to a maximum of three (3) years longevity credit to the District. This longevity credit shall be applicable to all benefits, including Schedule A, except seniority and vacations benefits.

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

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

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

Section 13.3. Return Rights.

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

ARTICLE XIV

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 14.1. Justifiable Cause.

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

1 **Section 14.2. Progressive Discipline.**

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

5
6 Steps in this model may be skipped depending on the severity of the infraction.

7
8 **Section 14.3. Right to Representation.**

9 The District will notify the employee of any meeting that could be disciplinary in nature. The
10 employee will have the right to Association representation at any disciplinary meeting. Once an
11 employee requests their representative for that specific matter, they are not required to repeat that
12 request.

13
14 When a disciplinary matter is being managed at the district level, the district, when possible, will
15 notify the chapter president.

16
17
18
19 **ARTICLE XV**

20
21 **NOTICE OF CONTINUATION OF EMPLOYMENT**

22
23 **Section 15.1. Notification to Non-Annual Employees.**

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

26
27 **Section 15.1.1.**

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

30
31 **Section 15.1.2.**

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

34
35 **Section 15.1.3.**

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

38
39 **Section 15.1.4.**

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

43
44 **Section 15.2. Notification of Resignation/Retirement.**

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

ARTICLE XVI

INSURANCE AND RETIREMENT

Section 16.1. SEBB Benefits.

Classified employees shall be eligible to participate in the School Employees Benefits Board (SEBB) insurance program. Eligibility will be governed by state law and the SEB Board. Eligible employees include those who are anticipated to work 630 hours or more per school year. Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees. Basic benefits include medical, dental, vision, long-term disability, and group life insurance. Employees may select optional benefits at their own expense.

The annual open enrollment period is determined by SEBB. This period will be communicated by the District and SEBB.

As per SEBB requirements, if a plan is not chosen during an enrollment period, the employee will be defaulted into medical, dental, vision, life and accidental death and dismemberment, and long-term disability as a single subscriber in the default plans. They will also be charged the tobacco use premium surcharge. Their dependents will not be enrolled. In addition, they won't be able to change plans or enroll any eligible dependents until the SEBB program annual open enrollment or unless they have a special open enrollment event that allows the change, such as a marriage, birth or adoption.

Section 16.2. Tort Liability.

The District shall provide tort liability coverage for all employees subject to this Agreement while acting within the scope of their employment.

Section 16.3. Retirement Benefits.

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

Section 16.4. Workman's Comp.

The District shall pay the required premiums for workmen's compensation in the area of industrial insurance and medical aid on behalf of all employees subject to this Agreement. The District shall also pay up to a maximum of ten cents (\$0.10) per hour for supplemental pension.

Section 16.5. Payroll Deductions.

Payroll deductions shall be automatically taken from District employees' payroll for the following purposes:

1. Withholding tax payments for the Federal Government.
2. Social Security payments for the Federal Government.
3. Retirement payments for the State Retirement System.
4. PFML payments for the State of Washington
5. Payments for the employee share of the SEBB premiums or other optional benefit plans in which the employee has enrolled.

Upon written requests the following deductions may be made:

- a. Payments for professional dues and assessments to the Association, PSE
- b. Payments to United Way.
- c. Payments for tax-sheltered annuities from companies mutually recognized by the Association and the District.
- d. Payments to Central Valley Citizens for Education
- e. Payments for government savings bonds

Section 16.6. VEBA Contribution for Medical Expenses.

The District shall provide, as an employer paid benefit to help defray out-of-pocket medical expenses, a monthly VEBA contribution of fifty five dollars (\$55.00) based on a proration of assigned hours divided by 1,440 for employees assigned three and one-half (3½) hours or more per day.

In the 2024/25 school year, the VEBA contribution will increase by an additional ten dollars (\$10.00) for a total of sixty-five dollars (\$65.00) based on a proration of assigned hours divided by 1,440 for employees assigned three and one-half (3 ½) hours or more per day.

In the 2025/26 school year, the VEBA contribution will increase by an additional ten dollars (\$10.00) for a total of seventy-five dollars (\$75.00) based on a proration of assigned hours divided by 1,440 for employees assigned three and one-half (3 ½) hours or more per day.

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.

Starting in the 2024-2025 school year, one day per year will be identified as a required professional learning day.

The purpose is to train school district staff in one or more of the following topics as required by RCW 28A.415.445: social-emotional learning and trauma-informed practices using the model plan developed under RCW 28A.320.1271 related to recognition and response to emotional or behavioral distress, consideration of adverse childhood experiences, mental health literacy, anti-bullying strategies, or culturally sustaining practices. The training will also include cultural competency, diversity, equity, and inclusion.

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.

1 **Section 17.2. Classified Staff Development.**

2 The District shall provide thirty-five thousand dollars (\$35,000) during each year of this Agreement for
3 providing training for classified employees. The unused balance of these funds from one year to the
4 next shall be carried over to a balance of no more than sixty thousand dollars (\$60,000) in any given
5 year. Funding for professional development will be reviewed and bargained as the program develops.
6 Program parameters are detailed in the Classified Staff Development Guidelines and Procedures
7 manual available on the district website under the employment tab, Learning and Teaching tab and
8 then Professional Development for Staff tab.

9
10 The two (2) professional classified development opportunities available for the employees of the
11 bargaining unit are outlined below:

- 12
13 1. An employee may choose the option to use mini-grant funds (up to a maximum of
14 \$1,500) to reimburse expenses for professional development courses offered outside
15 the school district, job-related textbooks or other instructional materials, or costs for
16 certification credits following the protocol per the Classified Staff Development
17 Guidelines and Procedures manual.
- 18
19 2. The Employee may choose to attend a course that is offered by the Classified Staff
20 Development Committee. After completing the course and the coinciding evaluation
21 that provides proof of attendance/completion, the employee will receive compensation
22 at the employee's current hourly rate of pay. Classified Staff Development courses
23 will be offered through the program with a variety of trainers. These courses will be
24 scheduled throughout the year by the Classified Staff Development Committee.

25
26 **Section 17.3. In-Service Presenters.**

27 When a PSE member presents in-service material, they will be paid thirty dollars (\$30.00) an hour.

28
29 **Section 17.4. First Aid.**

30 If First Aid training is required for an employee's job, the District will provide the training on non-
31 school days and at no cost to the employee. The training will be scheduled on non-school days. The
32 District will provide the training without fees. The employee shall be paid for attendance at the
33 District's scheduled training at his/her regular rate.

34
35 If an employee does not attend one of the District scheduled trainings, he/she must arrange to take the
36 training separately. If he/she takes training from the District's regular trainer, the District will pay for
37 the training, but will not pay for attendance at a non-district scheduled training.

38
39 **Section 17.5. MERIT for ECP Employees.**

40 Mandatory professional development for Early Childhood Program (ECP) employees will be available
41 to each employee at his/her rate of pay abiding by all State and Federal contracts with funds allocated
42 toward the Early Childhood Program.

43
44 Training will be by mutual agreement of the employee and the Early Learning Program Director.

45
46 **Section 17.6. Mandatory In-Service.**

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

ARTICLE XVIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 18.1.

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

Section 18.2. PSE Regular Dues Check off.

The District shall deduct PSE state and local dues from the pay of any employee who authorized such deductions in writing, per RCW 41.56.110. The District shall transmit all such funds deducted to the treasurer of the Public School Employees of Washington. Transmissions will include payments and an electronic list of all represented employees with deduction amounts. Transactions will be received by the first Monday following payroll. Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues remittance form will accompany the payment every month and will include membership status changes.

Section 18.2.1. Authorizations and Revocations.

An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to Public School Employees of Washington (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to Public School Employees of Washington (PSE).

Upon receiving notice of the employee's authorization from Public School Employees of Washington (PSE) the employer shall deduct from the employee's salary membership dues.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to Public School Employees of Washington (PSE) in accordance with the terms and conditions of the authorization. Revocations will not be accepted by the employer if the authorization is not obtained by the employee to Public School Employees of Washington (PSE). After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deductions effective on the succeeding payroll after receipt of the confirmation. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.

Section 18.3. Political Action Committee.

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

1 **Section 18.4. Hold Harmless.**

2 The District assumes no obligation, financial or otherwise arising out of the provisions of this Article,
3 and the Association will indemnify, defend, and hold the District harmless against any claims, suits,
4 orders, and/or judgments against the District on account of any check-off of Association dues or
5 voluntary political contributions, or the acceptance of electronic authorization of membership and/or
6 the Association's representations regarding the existence of a valid membership authorization as well
7 as complying with any of the provisions of this Article of the Agreement.
8
9
10

11 **ARTICLE XIX**
12
13 **GRIEVANCE PROCEDURE**
14

15 **Section 19.1.**

16 Grievances or complaints arising between the District and its employees within the bargaining units
17 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
18 terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.
19

20 **Section 19.2. Grievance Steps.**

21 (A workday is defined as those days the Central Valley School District Learning & Teaching Support
22 Center building is open to the public).
23

24 **Step 1. Informal.**

25 The grievant may orally or through CVSD email present a grievance to the immediate supervisor
26 within twenty (20) workdays after the occurrence of the grievance. The employee may be
27 accompanied by an Association representative at such discussion. All grievances not brought to
28 the immediate supervisor within twenty (20) workdays of the occurrence of the grievance shall be
29 invalid and subject to no further processing. The supervisor shall respond to the discussion within
30 five (5) workdays.
31

32 **Step 2. Written.**

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

- 36 • The facts on which the grievance is based;
- 37 • A reference to the provisions in the Agreement which have been allegedly violated; and
- 38 • The remedy sought.
39

40 The Human Resources shall respond to the written statement of grievance within ten (10)
41 workdays of receipt of the written grievance.
42

43 **Step 3. Superintendent or Designee.**

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

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

Step 4. Arbitration.

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

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

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

Section 19.3. Costs.

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

Section 19.4.

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

ARTICLE XX

SALARIES

Section 20.1.

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

Section 20.1.1.

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

Section 20.2. Salary Schedule.

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

Section 20.3. Updated Salary Schedules.

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

1 **Section 20.4. Retroactive Pay.**

2 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
3 Agreement, if possible, and in any case not later than the second regular payday. In the case of
4 retroactive pay resulting from negotiations pursuant to Article XXII, Section 22.3, such retroactive pay
5 shall be paid on the first regular payday following agreement on such schedule, if possible, and in any
6 case not later than the second regular payday.

7
8 **Section 20.5. Calculating Hours.**

9 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter ($\frac{1}{4}$) hour.
10 Rounding to the next quarter hour will start after 5 minutes.

11
12 **Section 20.6. Travel Time.**

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

16
17 **Section 20.7. Twelve-Month Pay.**

18 Starting in the 2024 - 2025 school year, classified employees' annual salaries will be divided over
19 twelve (12) equal payments in the fiscal year. The annual salary equals the employee's assigned hours
20 plus applicable paid holidays multiplied by the employee's respective rate of pay.

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.

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ARTICLE XXI
SEPARABILITY OF PROVISIONS

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.

ARTICLE XXII

TERM

Section 22.1. Term.

The term of this Agreement shall be September 1, 2023 to August 31, 2026.

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: /Signed by Cheryl Pirozok/
Cheryl Pirozok, Chapter President

BY: /Signed by Pam Orebaugh/
Pam Orebaugh, School Board President

DATE: Dec 19, 2023

DATE: Dec 19, 2023

CVSD PSE SCHEDULE A

September 1, 2023 – August 31, 2024

	Reg.	3 Year	6 Year	9 Year	12 Year	15 Year	20 Year	25 Year
Custodial		3.5%	4.5%	5.5%	6.5%	2.5%	5.0%	7.5%
Head Custodian-Elem	21.41	22.16	23.16	24.43	26.02	26.67	27.32	27.97
Head Custodian – Large Elem*	21.88	22.65	23.67	24.97	26.59	27.25	27.92	28.58
Head Custodian-MS	21.88	22.65	23.67	24.97	26.59	27.25	27.92	28.58
Head Custodian-HS	22.42	23.20	24.24	25.57	27.23	27.91	28.59	29.27
Custodian	19.75	20.44	21.36	22.53	23.99	24.59	25.19	25.79
Laundry/Uniform Maint. Specialist	18.28	18.92	19.77	20.86	22.22	22.78	23.33	23.89
<i>*Large elementary is over 70,000 square feet</i>								
Maintenance								
Trades - Plumber, Electrician, Carpenter, Painter, Heating Control Specialist	26.51	27.44	28.67	30.25	32.22	33.03	33.83	34.64
Groundskeeper	24.09	24.93	26.05	27.48	29.27	30.00	30.73	31.47
General Maint. Tech/HVAC-R Assistant	23.48	24.30	25.39	26.79	28.53	29.24	29.96	30.67
Tractor/Mower/Operator	16.36	16.93	17.69	18.66	19.87	20.37	20.86	21.36
Mail/NS Courier	19.28	19.95	20.85	22.00	23.43	24.02	24.60	25.19
Instrument Courier	17.43	18.04	18.85	19.89	21.18	21.71	22.24	22.77
Warehouse Assistant (full year)	21.46	22.21	23.21	24.49	26.08	26.73	27.38	28.04
Nutrition Services								
Lead Cook 3 - 250 or less Avg ME	17.90	18.53	19.36	20.42	21.75	22.29	22.84	23.38
Lead Cook 2 - 251 - 400 Avg ME	18.36	19.00	19.86	20.95	22.31	22.87	23.43	23.98
Lead Cook 1 - 401 or higher Avg ME	19.24	19.91	20.81	21.95	23.38	23.96	24.55	25.13
Assistant Cook/Cleaner/Cashier	16.43	17.01	17.78	18.76	19.98	20.48	20.98	21.48
Truck Drivers-Nutrition Services	20.96	21.69	22.67	23.92	25.47	26.11	26.74	27.38
Paraeducators								
Instructional, Title, Ext Day, K-4 Lit, Spec Ed, Summer School **	18.13	18.76	19.60	20.68	22.02	22.57	23.12	23.67
CI/CMI, AI, BI Instructional **	19.55	20.23	21.14	22.30	23.75	24.34	24.94	25.53
High School AI/BI Instructional **	20.55	21.27	22.23	23.45	24.97	25.59	26.22	26.84
Behavior Intervention Technician **	22.70	23.49	24.55	25.90	27.58	28.27	28.96	29.65
Asst. to Physical & Occup. Therapists	22.70	23.49	24.55	25.90	27.58	28.27	28.96	29.65
<i>**Certification Increases; Add \$.50/hr. General Certification or \$.75/hr. Advanced Certification</i>								
School Assistants								
School Assistant	16.87	17.46	18.25	19.25	20.50	21.01	21.53	22.04
HS Campus Supervisor	17.89	18.52	19.35	20.41	21.74	22.28	22.83	23.37
Seasonal								
Painter Assistant	19.76	20.45	21.37	22.55	24.02	24.62	25.22	25.82
HVAC Assistant	19.76	20.45	21.37	22.55	24.02	24.62	25.22	25.82
Warehouse Assistant	19.76	20.45	21.37	22.55	24.02	24.62	25.22	25.82
Groundskeeper Assistant	16.28	16.61	17.36	18.31	19.50	19.99	20.48	20.96
Transportation Assistant	16.28	16.61	17.36	18.31	19.50	19.99	20.48	20.96
Print Room Helper	16.28	16.61	17.36	18.31	19.50	19.99	20.48	20.96
Delivery/Moving Assistant	16.28	16.61	17.36	18.31	19.50	19.99	20.48	20.96

CVSD PSE Schedule A
September 1, 2023 – August 31, 2024

	Reg.	3 Year	6 Year	9 Year	12 Year	15 Year	20 Year	25 Year
Secretarial/Clerical:								
Secretary Level 1***	23.66	24.49	25.59	27.00	28.76	29.48	30.20	30.92
Secretary Level 2***	20.86	21.59	22.56	23.80	25.35	25.98	26.62	27.25
Secretary Level 3***	20.16	20.87	21.81	23.01	24.51	25.12	25.74	26.35
***Secretarial Level 1 Director, Executive Director, Executive Officer								
***Secretarial Level 2 All School Head Secretaries, HS Bookkeepers, and Central Office Secretarial positions								
***Secretarial Level 3 All other non-head secretarial positions, Nurse Assistant								
Specialists								
Lead Interpreter	26.00	26.91	28.12	29.67	31.60	32.39	33.18	33.97
Interpreter	24.22	25.07	26.20	27.64	29.44	30.18	30.91	31.65
Classified Nurse - RN	31.64	32.75	34.22	36.10	38.45	39.41	40.37	41.33
Classified Nurse - LPN	26.59	27.52	28.76	30.34	32.31	33.12	33.93	34.73
COTA/PTA	26.59	27.52	28.76	30.34	32.31	33.12	33.93	34.73
Health Aide - Personal Care Assistant	18.55	19.20	20.06	21.16	22.54	23.10	23.67	24.23
Speech to Text Transcriber	23.39	24.21	25.30	26.69	28.42	29.13	29.84	30.55
Braillist	23.39	24.21	25.30	26.69	28.42	29.13	29.84	30.55
Vision Support Specialist	21.40	22.15	23.15	24.42	26.01	26.66	27.31	27.96
Technical								
Network Tech/Server Tech 1	34.96	36.18	37.81	39.89	42.48	43.54	44.60	45.67
Network Tech/Server Tech 2	30.41	31.47	32.89	34.70	36.96	37.88	38.81	39.73
Data Analyst 1	34.86	36.08	37.70	39.77	42.36	43.42	44.48	45.54
Data Analyst 2	30.41	31.47	32.89	34.70	36.96	37.88	38.81	39.73
Specialists: Special Programs Support 1 ,Payroll, Accounting, HR, Substitute	25.77	26.67	27.87	29.40	31.31	32.09	32.88	33.66
Computer Field Technician	28.94	29.95	31.30	33.02	35.17	36.05	36.93	37.81
Print Room Specialist	20.04	20.74	21.67	22.86	24.35	24.96	25.57	26.18
Transportation Tech, Virtual Learning Tech	21.53	22.28	23.28	24.56	26.16	26.81	27.47	28.12
Leave Specialist, Benefits Specialist	27.13	28.08	29.34	30.95	32.96	33.78	34.61	35.43
Purchasing Specialist, Special Programs Support Specialist 2	23.66	24.49	25.59	27.00	28.76	29.48	30.20	30.92
Tech. Asst. Spec. "Help Desk"	17.95	18.58	19.42	20.49	21.82	22.37	22.91	23.46
Transportation								
Mechanic II – ASE Certified	26.50	27.43	28.66	30.24	32.21	33.02	33.82	34.63
Mechanic Assistant - Bus Service Spec	21.65	22.41	23.42	24.71	26.32	26.98	27.64	28.29
Transportation Safety Trainer	25.00	25.88	27.04	28.53	30.38	31.14	31.90	32.66
Transportation Driver Trainer	24.61	25.47	26.62	28.08	29.91	30.66	31.41	32.15
Transportation Dispatcher	23.60	24.43	25.53	26.93	28.68	29.40	30.11	30.83
Transp. Driver, Reg or Spec Needs	22.79	23.59	24.65	26.01	27.70	28.39	29.09	29.78
Non CDL Van Driver	18.84	19.50	20.38	21.50	22.90	23.47	24.05	24.62
Transportation Assistant	17.95	18.58	19.42	20.49	21.82	22.37	22.91	23.46

CVSD PSE Schedule A

September 1, 2023 – August 31, 2024

Early Learning Program								
ELC Ed. Component Specialist	32.24	33.37	34.87	36.79	39.18	40.16	41.14	42.12
Family, Community & Transition Component Specialist	32.24	33.37	34.87	36.79	39.18	40.16	41.14	42.12
Family Support Specialist	28.59	29.59	30.92	32.62	34.74	35.61	36.48	37.35
ELC Lead Teacher	28.59	29.59	30.92	32.62	34.74	35.61	36.48	37.35
ELC Educational Assistant 1	19.02	19.69	20.58	21.71	23.12	23.70	24.28	24.85
ELC Head Secretary	21.06	21.80	22.78	24.03	25.59	26.23	26.87	27.51
ELC Bookkeeper	21.06	21.80	22.78	24.03	25.59	26.23	26.87	27.51
ELC Assistant Secretary	19.74	20.43	21.35	22.52	23.98	24.58	25.18	25.78

Longevity %

The hourly rates including longevity are reflected in the last 3 columns above in red.

- ☐ 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.

MEMORANDUM OF UNDERSTANDING

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

The parties agree to the following:

The District and the Association will establish the following Ad-Hoc Committees during the 2023-24 school year:

1. Secretarial Committee

- a. Intent: Clarify secretarial job descriptions and responsibilities through a review of secretarial roles across the district.
- b. This committee will meet a minimum of two times during the 2023-24 school year.

2. Schedule A Workgroup

- a. Intent: Continue addressing the idea of a Schedule A restructure.
- b. This committee will meet a minimum of four times during the 2023-24 school year.

This Memorandum of Understanding shall become effective upon signature of both parties, will remain in effect until August 31, 2024, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

CENTRAL VALLEY CHAPTER

BY: /Signed by Cheryl Pirozok/
Cheryl Pirozok, Chapter President

DATE: Dec 19, 2023

CENTRAL VALLEY SCHOOL DISTRICT #356

BY: /Signed by John Parker/
John Parker, Superintendent

DATE: Dec 19, 2023

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, CENTRAL VALLEY CHAPTER AND THE CENTRAL VALLEY SCHOOL DISTRICT #356 PURSUANT TO ARTICLE XXII, SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

As the current labor market in the Spokane region is constricted and the Washington state-mandated training requirements of the BI-CI-AI Paraeducator positions do not allow for flexibility. We understand the importance of maintaining the required staffing levels and the appropriate specific needs for special education classrooms. For these reasons, both parties agree to the creation of a new **Personal Care Assistant – Special Education BI-CI-AI Services** that will support the BI-CI-AI special education classrooms.

- This position will provide direct and indirect supports and services to students with disabilities and assist the Special Education Teacher in creating a positive learning environment to facilitate the personal, social, and intellectual development of students.
- This position pertains to self-contained instructional programs and may include both support and supervisory duties.
- This position will be placed in the Specialists GJC at the same pay scale as the current Health Aide position in recognition of the challenges of working in the self-contained instructional programs.
- Training support will be provided by the district to assist them in meeting highly qualified requirements. The cost of the first highly qualified test will be reimbursed by the district. If the employee fails the first test, any additional tests will be the financial responsibility of the employee.
- In the event the Personal Care Assistant becomes highly qualified, the PCA needs to provide proof to the Human Resources department. Once it is approved, the employee will be awarded the title of BI-CI-AI Paraeducator at their current location and be given a new seniority date within the Paraeducator GJC classification.

Both parties agree to jointly reevaluate the impact of this new position at the conclusion of the 2024-2025 school year.

This Memorandum of Understanding shall become effective upon signature of both parties, shall remain in effect until August 31, 2025, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

CENTRAL VALLEY CHAPTER

BY: /e-signed by Cheryl Pirozok/
Cheryl Pirozok, Chapter President

DATE: 08/28/24

CENTRAL VALLEY SCHOOL DISTRICT #356

BY: /e-signed by Dr. John Parker/
Dr. John Parker, Superintendent

DATE: 08/28/24

MEMORANDUM OF UNDERSTANDING

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

The parties agree to the following:

Qualified applicants for ECEAP positions shall be given full experience credit for prior employment that is directly related to the posted position with the following agencies that maintain and monitor the required standards outlined in Early Learning Federal and State contracts: Community Colleges of Spokane Head Start, Eastern Washington University Early Head Start, ESD 101 Early ECEAP and ECEAP, YWCA of Spokane ECEAP and Early ECEAP, and Community-Minded Enterprise ECEAP.

This Memorandum of Understanding shall become effective upon signature of both parties, shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

CENTRAL VALLEY CHAPTER

BY: /e-signed by Cheryl Pirozok/
Cheryl Pirozok, Chapter President

DATE: 10/27/24

CENTRAL VALLEY SCHOOL DISTRICT #356

BY: /e-signed by Dr. John Parker/
Dr. John Parker, Superintendent

DATE: 10/24/24

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, CENTRAL VALLEY CHAPTER #201 AND THE CENTRAL VALLEY SCHOOL DISTRICT #356. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Extra Runs, as outlined in Section 7.12.1.2, will be assigned through a seniority-based selection process for up to a guarantee of two hours or less per day, provided that the driver or transportation assistant's regular AM/PM route does not result in their total daily hours exceeding eight hours. When a transportation assistant is needed for the extra run, their segment of time will align with the corresponding driver's extra run route time.

Examples include:

Driver: $5+2=7$ Aide: $4+2=6$

Driver: $6+2=8$ Aide: $5+2=7$

Driver: $6.25+1.75=8$ Aide: $5.25+1.75=7$

Upon the execution of this MOU, all Extra Runs will be re-bid for Transportation Assistants only using a seniority-based selection process. This ensures that the most senior employees within the same SJC classification are given the full opportunity to access available hours and routes.

This Memorandum of Understanding shall be effective on February 18, 2025, after signature of both parties, shall remain in effect until August 31, 2026, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

CENTRAL VALLEY CHAPTER #201

BY: /e-signed by Cheryl Pirozok/
Cheryl Pirozok, Chapter President

DATE: Feb. 12, 2025

CENTRAL VALLEY SCHOOL DISTRICT #356

BY: /e-signed by John Parker/
Dr. John Parker, Superintendent

DATE: Feb. 12, 2025

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, CENTRAL VALLEY CHAPTER #201 AND THE CENTRAL VALLEY SCHOOL DISTRICT #356. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree to the following:

Due to the growth and increased responsibilities of the Executive Team in Learning & Teaching and the continued growth of the District, the number of contract days for 211 day Director/Executive Director/Executive Officer Secretaries will be increased to 260 days as of August 1, 2025. Until such time, any additional workdays beyond the current 211 day contract schedule may be approved upon mutual agreement among the supervisor, employee, and District.

These two (2) positions were originally reduced from 260 days during a period of budget reductions and slower District growth. However, the need for full-year support has increased and the employees currently in these roles have developed critical experience in supporting the department effectively. This adjustment constitutes a variance from the standard exclusion related to posting additional time, as outlined in the contract, which typically applies to adding up to one (1) hour.

This Memorandum of Understanding is effective upon signature of both parties; shall remain in effect until August 31, 2025; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

CENTRAL VALLEY CHAPTER #201

BY: /e-signed by Cheryl Pirozok/
Cheryl Pirozok, Chapter President

DATE: Jan. 7, 2025

CENTRAL VALLEY SCHOOL DISTRICT #356

BY: /e-signed by John Parker/
Dr. John Parker, Superintendent

DATE: Jan. 14, 2025