

COLLECTIVE BARGAINING AGREEMENT BETWEEN

EAST VALLEY SCHOOL DISTRICT #361

AND

**PUBLIC SCHOOL EMPLOYEES OF
EAST VALLEY (SPOKANE)**

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

P.O. Box 798

Auburn, WA 98071-0798

1.866.820.5652

www.pseclassified.org

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I	1
RECOGNITION AND COVERAGE	1
Section 1.1. Coverage of Agreement.....	1
Section 1.2. Classifications.	1
Section 1.3. Substitute Employees.	1
ARTICLE II	2
DISTRICT RIGHTS	2
Section 2.1. Functions of the District.	2
ARTICLE III	2
RIGHTS OF EMPLOYEES	2
Section 3.1. Union Participation.....	2
Section 3.2. Non-Discrimination.....	2
Section 3.3. Representation.	3
Section 3.4. Job Descriptions.	3
Section 3.4.1. Evaluations.	3
Section 3.5. Letter of Assurance/Non-Assurance.....	3
Section 3.6. Personnel File.	3
Section 3.6.1. Supervisor’s Working File.....	3
Section 3.7. Confrontational Situations.....	4
Section 3.8. Students with Diabetes.	4
Section 3.9. Catheterization.....	4
ARTICLE IV	4
RIGHTS OF THE ASSOCIATION	4
Section 4.1. Association Representation.	4
Section 4.2. Notice of Discipline or Grievance.....	4
Section 4.3. Delegation to PSE.	4
Section 4.4. Personnel Report.	4
Section 4.4.1. New Employees.....	5
Section 4.5. Personnel Updates (Board Reports).	5
Section 4.6. Seniority List.	5
Section 4.7. Association Representative Access.	5
Section 4.8. Use of District Communications.	5
Section 4.8.1. Bulletin Boards.....	5
Section 4.9. Use of District Facilities.....	5
Section 4.10. Association Leave.	6
Section 4.11. Interviews.....	6
Section 4.12. Calendar.....	6
Section 4.13. District Policy.....	6
ARTICLE V	6
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	6
Section 5.1. Matters for Consultation and Negotiation.....	6
Section 5.2. Matters of Concern.....	6
ARTICLE VI	7
LABOR MANAGEMENT MEETINGS	7
Section 6.1. Labor Management Meetings.....	7
ARTICLE VII	7
HOLIDAYS AND VACATIONS	7
Section 7.1. Holidays (260/220-Day Employees).....	7
Section 7.1.1. All Employees.	8
Section 7.1.2. Holiday Pay.	8
Section 7.2. Vacation.....	8
Section 7.2.1. Vacation Cash-Out.....	9

ARTICLE VIII	9
WORK SHIFTS AND TRANSPORTATION ROUTES	9
Section 8.1. Work Schedules.....	9
Section 8.1.1. Shift Assignments.....	9
Section 8.1.2. Rest Periods.....	9
Section 8.1.2.1. Missed Meal Periods.....	10
Section 8.2. Higher Rate of Pay.....	10
Section 8.3. Out of Classification Pay.....	10
Section 8.4. Overtime.....	10
Section 8.4.1. Sunday Shift.....	10
Section 8.4.2. Compensatory Time.....	10
Section 8.5. Shift Differential.....	11
Section 8.6. Call-Outs.....	11
Section 8.6.1. Cold Weather Checks.....	12
Section 8.7. Organizational Use of Buildings.....	12
Section 8.7.1. Food Preparation Facilities.....	12
Section 8.8. School Closure.....	12
Section 8.8.1. Early Arrival.....	12
Section 8.9. Transportation Personnel.....	13
Section 8.9.1. Extra Trips.....	14
Section 8.9.2. Assignment of Extra Trips.....	14
Section 8.9.3. Extra Trip Procedures.....	15
Section 8.10. Student Management Concerns.....	16
Section 8.11. Drivers and Maintenance CDL Physicals.....	16
Section 8.12. Route Vacancies.....	16
Section 8.13. Additional Work Procedures.....	16
Section 8.14. District Vehicles / GPS, and Cameras.....	17
ARTICLE IX	17
PARAEDUCATORS	17
Section 9.1. Paraeducator Bid.....	17
Section 9.2. Supervision Duty.....	17
Section 9.3. DI Classroom Paraeducator.....	18
Section 9.4. Paraeducator Training.....	18
ARTICLE X	18
INSURANCE AND RETIREMENT	18
Section 10.1. School Employees Benefit Board (SEBB).....	18
Section 10.2. SEBB Eligibility.....	18
Section 10.3. Health Care Authority.....	18
Section 10.4. Long Term Disability.....	18
Section 10.5. Liability Insurance.....	18
Section 10.6. Industrial Insurance.....	19
Section 10.7. Unemployment Insurance.....	19
Section 10.8. Retirement.....	19
Section 10.9. 125 Flex Plan.....	19
Section 10.10. VEBA I.....	19
ARTICLE XI	19
LEAVES	19
Section 11.1. Sick, Injury, and Emergency Leave.....	19
Section 11.1.1. Sick Leave Earned.....	19
Section 11.1.2. Sick Leave Incentive Program.....	19
Section 11.1.3. Sick or Injury Leave.....	19
Section 11.1.3.1. Doctor Verification.....	20
Section 11.1.4. Emergency Leave.....	20
Section 11.1.5. Leave Days Pro-Rated.....	20
Section 11.1.6. Sick Leave Transfer.....	20
Section 11.2. Family Leave (Birth, Adoption and Terminal Health Condition).....	20

Section 11.2.1.....	20
Section 11.2.2.....	20
Section 11.2.3.....	20
Section 11.2.4.....	20
Section 11.2.5.....	21
Section 11.2.6.....	21
Section 11.2.7.....	21
Section 11.2.8.....	21
Section 11.2.9.....	21
Section 11.2.10.....	21
Section 11.2.11. Paid Family and Medical Leave (PFML).....	21
Section 11.3. Employee Sick Leave-Sharing.....	21
Section 11.4. Bereavement Leave.....	22
Section 11.5. Industrial Insurance Leave.....	22
Section 11.6. Jury Duty.....	22
Section 11.6.1. Court Appearances / Summons.....	22
Section 11.7. Leave of Absence.....	22
Section 11.8. Annual / Personal Leave.....	23
Section 11.9. Military Leave.....	23
Section 11.10. Leave Replacement Employees.....	24
ARTICLE XII.....	24
CLASSIFIED STAFF DEVELOPMENT.....	24
Section 12.1. Compensation.....	24
Section 12.2. Classified Staff Development Funds.....	24
Section 12.3. Reimbursements.....	24
Section 12.4. Per Diem.....	24
Section 12.5. Orientation.....	25
ARTICLE XIII.....	25
DUES DEDUCTION – CHECKOFF – AGENCY SHOP.....	25
Section 13.1. Authorization.....	25
Section 13.2. Collection and Revocation.....	25
Section 13.3. Association Membership.....	25
Section 13.3.1. Right to Decline.....	26
Section 13.4. Notification of New Hires.....	26
Section 13.5. Checkoff.....	26
Section 13.6. Hold Harmless.....	26
Section 13.7. Political Action Committee.....	26
ARTICLE XIV.....	26
DISCIPLINE AND DISCHARGE OF EMPLOYEES.....	26
Section 14.1. Just Cause.....	26
Section 14.2. Due Process.....	26
Section 14.3. Progressive Discipline.....	27
ARTICLE XV.....	27
GRIEVANCE PROCEDURE.....	27
Section 15.1. Process.....	27
Section 15.1.1. Purpose.....	27
Section 15.1.2. Definition of Workdays.....	27
Section 15.2. Procedures.....	27
Section 15.2.1. Step 1 - Initial Conference.....	27
Section 15.2.2. Step 2 - Written Grievance.....	28
Section 15.2.3. Step 3 - Superintendent.....	28
Section 15.2.4. Step 4 – Mediation.....	28
Section 15.2.5. Step 5 - Binding Arbitration.....	28
Section 15.2.5.1.....	28
Section 15.2.5.2.....	28
Section 15.2.5.3.....	29

Section 15.2.5.4.....	29
Section 15.2.5.5.....	29
Section 15.2.5.6.....	29
Section 15.2.5.7.....	29
ARTICLE XVI	29
PROBATION, SENIORITY, AND LAYOFF PROCEDURES	29
Section 16.1. Probation.....	29
Section 16.1.1. Probationary Credit for Days Worked.....	29
Section 16.1.2. Trial Period.....	29
Section 16.2. Seniority.....	30
Section 16.2.1. Promotions and Transfers.....	30
Section 16.2.2. Posting Increases/Decreases.....	30
Section 16.2.3. Shift Selection and Overtime Assignment.....	31
Section 16.2.4. Loss of Seniority.....	31
Section 16.2.5. Seniority.....	31
Section 16.3. Transfer of Previous Experience.....	31
Section 16.3.1. Other Experience.....	31
Section 16.4. Notice of Opening.....	32
Section 16.4.1. Temporary and Substitute Positions.....	32
Section 16.4.2. Seasonal Work/Summer School.....	32
Section 16.5. Layoff and Recall.....	33
Section 16.5.1. Position Displacement.....	33
Section 16.5.2. Reemployment List.....	33
Section 16.5.3. Address Changes.....	34
Section 16.5.4. Reemployment Offer.....	34
Section 16.5.5. Voluntary Resignation.....	34
ARTICLE XVII	34
COMPLETE AGREEMENT	34
Section 17.1. Agreement.....	34
ARTICLE XVIII	35
TERMS AND CONDITIONS OF THIS AGREEMENT	35
Section 18.1. Duration.....	35
Section 18.1.1. Retroactive.....	35
Section 18.1.2. Retroactive Pay Process.....	35
Section 18.1.3. Schedule A Applicability.....	35
Section 18.1.4. Direct Deposit.....	35
Section 18.1.5. Summer School Pay.....	35
Section 18.2. Reopeners.....	35
Section 18.3. Conformity to Law.....	35
ARTICLE XIX	36
NO STRIKE / NO LOCKOUT	36
Section 19.1. No Strike.....	36
Section 19.2. No Lockout.....	36
SIGNATURE PAGE	37
SCHEDULE A 2024-2025	38

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

PREAMBLE

This agreement is made and entered into between East Valley School District 361 (hereinafter referred to as “District”) and the Public School employees of East Valley School District, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter referred to as “Association”).

The parties agree that it is in their mutual interest to promote systematic and effective employee-management cooperation, and to bargain in good faith with respect to wages, hours, and working conditions.

ARTICLE I

RECOGNITION AND COVERAGE

Section 1.1. Coverage of Agreement.

The District recognizes the association as the exclusive bargaining representative of all classified Employees and the Association recognizes the responsibility of representing the interests of all such employees. The following positions are excluded from the bargaining unit: Directors, Executive Directors, Assistant Directors, Assistant Superintendents, Administrative Central Office Staff, Central Office Technology, Alternative Learning Education School Support Personnel, and the Administrative Assistant for the Superintendent.

Section 1.2. Classifications.

Classifications in the bargaining unit are as follows: Custodians, Food Service, Paraeducators, Maintenance, Secretary/Clerical, Transportation, Security, Health Services, and ECEAP.

Section 1.3. Substitute Employees.

A Substitute employee is one who fills in for another employee.

1. Substitute employees who work less than one-sixth (1/6) of the workdays in a normal academic year are not covered by this Agreement.
2. Substitute employees doing bargaining unit work who work one-sixth (1/6) of a normal academic year, in any twelve (12) month period and continue to be available for work, will be included in the bargaining unit limited to the following provisions of the collective bargaining agreement: Article III; such Substitutes shall be members of the bargaining unit for the period during which they are substituting (Article XIII) and shall receive the Substitute rate of pay. Positions which run longer than thirty (30) consecutive days will be posted.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE II

DISTRICT RIGHTS

Section 2.1. Functions of the District.

The District retains the right, unless modified by specific provision within the Agreement, to:

1. Direct all employees.
2. Hire, promote, demote, assign, reassign, and retain employees, and to suspend or discharge them for sufficient cause.
3. Relieve employees from duties because of lack of work or other legitimate reason, using the process set forth in Article XVI, Section 16.5.
4. Determine the method, number, and kinds of personnel required, temporarily or permanently.
5. Determine the duties of and develop job descriptions for employees.

The foregoing enumerated functions of the District shall not be deemed to exclude other functions of the District not specifically set forth.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Union Participation.

It is agreed that all employees subject to this Agreement shall have 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 refrain from any interference, restraint, coercion, or discrimination within the District to encourage or discourage membership in any employee organization.

Section 3.2. Non-Discrimination.

The Employer and the Union are committed to a policy of equal employment opportunity. All staff members will be treated fairly at all times and without regard to race, color, religion, sex, age, national origin, military or marital status, sexual orientation, gender identity, political ideology, genetic information or disability, and any other basis protected by local, state, or federal law. This applies to all personnel actions including recruitment, hiring, training, transfer, promotion and demotion, layoff and recall, compensation and benefits, discipline, termination and all other conditions or privileges of employment. This Section is not subject to the grievance procedure.

1 **Section 3.3. Representation.**

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

5
6 When asked to a meeting the employee has the right to ask and be told the purpose of the meeting. If
7 the employee reasonably believes the meeting might result in disciplinary action other than to give
8 notice of concern/counseling, they may request Association representation.

9
10 **Section 3.4. Job Descriptions.**

11 The District shall provide job descriptions for all employees subject to this Agreement. Changes to job
12 descriptions may be subject to wage considerations.

13
14 **Section 3.4.1. Evaluations.**

15 An employee is evaluated on job performance within the classification; therefore, any
16 evaluation must relate to the job description in that classification. Any changes in the job
17 description must be made in accordance with paragraph one (1) of this Section.

18
19 All regular employees will be evaluated by a building administrator or program director
20 (Custodial, Maintenance, Nutrition Services, Security, Health Services, Transportation,
21 Paraeducators, Secretarial/Clerical, ECEAP) on an annual basis no later than June 1 of each
22 calendar year. Two hundred sixty (260) day employees will receive their evaluation no later
23 than July 1 of each calendar year. The evaluation will be discussed with the employee at the
24 end of the evaluating period. The evaluators may seek input from appropriate personnel.

25
26 **Section 3.5. Letter of Assurance/Non-Assurance.**

27 Each employee shall receive a letter of assurance or non-assurance as per Employment Security
28 Guidelines for the next school year from the District no later than five (5) workdays prior to the last
29 day of the school year. The letter of assurance shall state the date the employee will return to work and
30 the estimated number of hours per day of work.

31
32 **Section 3.6. Personnel File.**

33 An employee shall have access to their personnel file. Any derogatory entry added beyond written
34 warnings to the file will be dated and signed by the employee and employer (or supervisor). A copy
35 will be given to the employee. Derogatory materials may be removed from the employee's file upon
36 written request from the employee and the approval of the Superintendent two (2) years from the date
37 of insertion. Any materials removed from an employee's personnel file must continue to be maintained
38 by the District in accordance with the Washington State Records Retention Schedule. All personnel
39 files and medical files will be maintained at the Administration Office by the Human Resources
40 Department.

41
42 There will be no copies of personnel files or medical files in individual buildings or work sites. Only
43 training, supervisor's working file, and leave records will be kept in any other file.

44
45 **Section 3.6.1. Supervisor's Working File.**

46 Material in a supervisor's working file on an employee must be justified if used for disciplinary
47 reasons and must follow the progressive disciplinary process.

1 **Section 3.7. Confrontational Situations.**

2 Employees, while acting within the scope of their duties as an employee of East Valley School District,
3 may use reasonable measures with a student, patron or other person as is necessary to protect
4 themselves from physical attack or injury.

5
6 If there is a verified physical assault against an employee while on duty, the District will take
7 reasonable precautions to protect the employee while at work.

8
9 **Section 3.8. Students with Diabetes.**

10 Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330 (2)
11 (a-b) shall be provided the training and right of refusal as described in the respective code and District
12 Policy.

13
14 **Section 3.9. Catheterization.**

15 Employee's assigned duties for a student requiring catheterization under the parameters of RCW
16 28A.210.280 shall be provided the training and right of refusal as described in the respective code and
17 District Policy.

18
19
20 **ARTICLE IV**

21
22 **RIGHTS OF THE ASSOCIATION**

23
24 **Section 4.1. Association Representation.**

25 The Association has the right and responsibility to represent the interests of all employees in the unit;
26 to present its views to the District on matters of concern, either orally or in writing; to consult, upon
27 request, with respect to the formulation, development and implementation of practices which are
28 within the authority of the District on matters which impact wages, hours, and/or working conditions.

29
30 **Section 4.2. Notice of Discipline or Grievance.**

31 Upon employee consent, the Association shall be notified by the District as soon as possible prior to
32 the Notice & Opportunity Meeting of any grievances or disciplinary actions of any employee in the
33 unit in accordance with provisions of the Discharge and Grievance Procedure Articles contained
34 herein. The Association is entitled to have an observer at hearings conducted by any District official or
35 body arising out of grievance and to make known the Association's views concerning the case.

36
37 **Section 4.3. Delegation to PSE.**

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

41
42 **Section 4.4. Personnel Report.**

43 Within twenty-one (21) business days from an employee's hire date for a newly hired employee and
44 every one hundred twenty (120) business days for all employees covered under the PSE collective
45 bargaining unit, the District will provide the following information regarding each employee in the
46 bargaining unit: name, address, phone number, position, hours of employment, hourly rate of pay and
47 location of work in an editable, digital file to the PSE Membership Department.

1 **Section 4.4.1. New Employees.**

2 The PSE Chapter President and Membership Officer will be notified of all newly hired
3 employees within twenty-one (21) days of their hire. This information will include name, job
4 title, classification(s), District email address, hours of employment, hourly rate of pay, and
5 worksite(s).

6
7 The District will provide the Union reasonable access to new employees per state law. The time
8 and location of these meetings shall be mutually agreed upon between Union leadership, the
9 employee, and the new employee’s supervisor.

10
11 **Section 4.5. Personnel Updates (Board Reports).**

12 Personnel updates (Board reports) listing bargaining unit employees who are hired, rehired, placed on
13 leave of absence, separated (including retirement) will be reported electronically to the Chapter
14 President. This report will include each listed bargaining unit employee’s name, job title, work location
15 and personnel action.

16
17 **Section 4.6. Seniority List.**

18 On or before the last day of October of each year, the District shall provide a seniority list, by
19 classification, to include hire date and daily hours worked, to each work site and the PSE President.
20 Said list will be posted on the PSE bulletin board at each work site. A revised copy of these lists will
21 be provided by March 1 of each year and redistributed accordingly.

22
23 **Section 4.7. Association Representative Access.**

24 Representatives of the Association shall have access to the District premises during business hours,
25 provided that no conferences or meetings between employees and the Association representatives will
26 in any way hamper or obstruct the normal flow of work. The visiting delegate shall notify the
27 Superintendent and/or the building administrator of their arrival and purpose.

28
29 **Section 4.8. Use of District Communications.**

30 The Association may use school mail facilities, electronic mail, or other communication services for
31 distribution of official Association communications with a courtesy copy given to the principal and
32 Superintendent at the time of general distribution (election materials in support of or not in support of
33 state wide or federal election issues may not be distributed). School mail and facilities may be used for
34 purposes intended to enhance District-employee relations. Material and equipment may be used
35 provided the District is reimbursed.

36
37 **Section 4.8.1. Bulletin Boards.**

38 The District shall provide a bulletin board space in each work site for the use of the
39 Association. The Association shall have the right to post notices of activities and matters of
40 Association concern on these bulletin boards. Use of bulletin board must comply with public
41 disclosure laws.

42
43 **Section 4.9. Use of District Facilities.**

44 The Association shall have the right to use school facilities and equipment at a reasonable time when
45 such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all
46 materials and supplies incident to such use. The Association shall have the right to use District
47 buildings for meetings and to transact official business, except if the business relates to issues defined



1 in Article XIX, i.e., work stoppage, strike, etc. Use of school facilities and equipment must comply
2 with public disclosure laws.

3
4 **Section 4.10. Association Leave.**

5 Release time is granted to the Association President and their designees for administration of the
6 Contract and representation of employees. This time will enable the President to better represent the
7 professional judgment of the Association to the Board, the Administration, and the citizens of the
8 District. This time will allow the President to oversee the responsibilities of the Association as they
9 relate Board policy. The amount of time to be released will be a maximum of twenty-five (25) days
10 total for the Association President and/or their official designee.

11
12 Association representatives, when leaving their work, shall first obtain permission from their
13 immediate supervisors. Supervisor’s permission in these instances will be reasonably given. The
14 employees will report their return to work to their supervisors.

15
16 **Section 4.11. Interviews.**

17 The Association shall participate in interviews when requested by the District for the purpose of filling
18 a bargaining unit position. If requested by the District, the PSE President will make recommendations
19 of PSE members who may serve on the interview team. Interviews for bargaining unit positions may
20 be waived, if mutually agreed to by the Association and the District.

21
22 **Section 4.12. Calendar.**

23 The Association will participate on the District Calendar Committee and vote on any school calendar
24 proposals and any subsequent changes.

25
26 **Section 4.13. District Policy.**

27 The District policy manual shall be posted on the District website and updated appropriately.
28
29

30 **ARTICLE V**

31
32 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

33
34 **Section 5.1. Matters for Consultation and Negotiation.**

35 It is agreed and understood that matters appropriate for consultation and negotiation between the
36 District and the Association are matters relating to or affecting hours, wages, benefits, grievance
37 procedures, and working conditions of employees subject to this Agreement.

38
39 **Section 5.2. Matters of Concern.**

40 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
41 Association representatives and/or appropriate officials of the District.
42
43
44
45
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE VI

LABOR MANAGEMENT MEETINGS

Section 6.1. Labor Management Meetings.

The District Superintendent and/or designee and the East Valley Public School Employees shall conduct regular labor management meetings for the purpose of resolving problems and concerns that may arise. Meetings shall be conducted on a monthly basis, but they may be scheduled more frequently at the request of either party.

An agenda will be prepared, and minutes will be kept of each meeting, with each party retaining the right of approval designated by signature. A note taker will be assigned to the task of taking minutes to be shared with both parties.

Association leave shall be granted in accordance with Section 4.6.

Meeting minutes shall be sent out to both parties within seventy-two (72) hours of each meeting. Discrepancies need to be communicated and resolved within two (2) workdays of the minutes being distributed.

Unless agreed to by both parties, changes to contract language will not be communicated to employees until the agreement is signed by both parties.

ARTICLE VII

HOLIDAYS AND VACATIONS

Section 7.1. Holidays (260/220-Day Employees).

All two hundred sixty (260)-day employees shall receive the following paid holidays:

- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day After Thanksgiving |
| 4. Memorial Day | 11. Day Before or After Christmas |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. Day Before New Year's Day |
| 7. Labor Day | |

All two hundred twenty (220)-day employees shall receive the following paid holidays:

- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 8. Veterans' Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. Presidents' Day | 10. Day After Thanksgiving |
| 4. Memorial Day | 11. Day Before or After Christmas |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | |
| 7. Labor Day | |



1
2 Whenever a holiday falls on the employee's first day of rest, the day preceding shall be observed as a
3 holiday, unless in conflict with the adopted school calendar. When a holiday falls on the employee's
4 second day of rest, the day immediately following shall be observed as the holiday unless in conflict
5 with the adopted school calendar. In this event, the employee may take another mutually agreed upon
6 day.

7
8 When a holiday falls within an employee's vacation periods, either another day of vacation may be
9 taken or the original vacation request may be reduced. The option is at the employee's discretion.
10 Written documentation of the employee's decision must be submitted to the Human Resources
11 Department.

12
13 **Section 7.1.1. All Employees.**

14 All employees (other than listed in Section 7.1) shall receive the following paid holidays:

- 15
16 1. New Year's Day 7. Veterans' Day
17 2. Martin Luther King Day 8. Thanksgiving Day
18 3. Presidents' Day 9. Day After Thanksgiving
19 4. Memorial Day 10. Day Before or After Christmas
20 5. Juneteenth 11. Christmas Day
21 6. Labor Day

22
23 **Section 7.1.2. Holiday Pay.**

24 Any employee working a recognized holiday shall receive one and one-half (1½) times their
25 hourly rate of pay.

26
27 **Section 7.2. Vacation.**

28 All vacation benefits shall be based on hire date and/or the anniversary of this date. Vacation shall
29 increase with years of service as indicated in the schedule below and such increases shall be effective
30 on the anniversary of the date of hire.

31
32 The days or hours are to be accumulated on a monthly basis so that on the anniversary date the total
33 number of days accumulated will reflect the experience schedule.

34
35 Each twelve (12)-month employee shall receive vacation based on the following schedule.

36
37

<u>Completed Years of Service</u>	<u>Vacation Eligibility</u>
1	5 days
2 - 5	10 days
6 - 14	16 days
15 +	21 days

38
39
40
41
42

43 Those current employees with completed years of service above twenty (20) years shall be
44 grandfathered in at the twenty-five (25) days.

45
46 Non-annual employees who transfer to a twelve (12)-month position will be placed at the appropriate
47 vacation level corresponding with total years of service in the District. Hours worked shall include



1 regular hours, in-service hours, extra hours before overtime, summer hours, and approved paid sick
2 leave.

3
4 Example: Hours worked X days in each year
5 Add total hours worked divided by 2,080 hours = Completed years of service
6

7 **Section 7.2.1. Vacation Cash-Out.**

8 On August 31 of each year, any accrued vacation in excess of thirty (30) days must be used or
9 cashed-out. Unused vacation in excess of thirty (30) days will be automatically cashed-out with
10 payment occurring on the September paycheck. Vacation cash-out shall be paid at the
11 employee's rate of pay for the effective school year in which the vacation was allocated.
12

13 Upon resignation, retirement or separation from the School District employment an eligible
14 employee or the employee's estate, shall receive any accrued vacation earned at the employee's
15 current rate of pay with their final paycheck, not to exceed thirty (30) days of accrued vacation
16 leave, as per Board Policy 5411.
17

18 **ARTICLE VIII**

19 **WORK SHIFTS AND TRANSPORTATION ROUTES**

20
21 **Section 8.1. Work Schedules.**

22 The normal work schedule shall consist of five (5) consecutive workdays followed by two (2) days'
23 rest.
24

25
26 **Section 8.1.1. Shift Assignments.**

27 Each employee will be assigned in advance to a shift with designated times of beginning and
28 ending.
29

30 All information concerning transportation routes will be given to the Drivers at least one (1)
31 week (5 workdays) before they (the Drivers) have to bid.
32

33 It shall be a management prerogative to adjust shifts and designate times as the need arises.
34 Except in emergency situations, management shall provide at least one (1) week's notice in
35 writing prior to changing work schedules or times regularly scheduled.
36

37 **Section 8.1.2. Rest Periods.**

38 Eight (8) hour employees shall be allowed a meal period of at least thirty (30) minutes which
39 commences no less than two (2) hours nor more than five (5) hours from the beginning of the
40 shift. Meal period shall be on the employer's time when the employee is required by the
41 employer to remain on duty on the premises or at a prescribed work site in the interest of the
42 employer. No employee shall be required to work more than five (5) consecutive hours without
43 a meal period. Employees working three (3) or more hours longer than a normal workday shall
44 be allowed at least one thirty (30) minute meal period prior to or during the overtime period.
45 Employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's
46 time for each four (4) hours of working time. Rest periods shall be scheduled as near as
47 possible to the midpoint of the work period. Lunch times and breaks will be written into the
48

1 employees' daily work schedule. Employees cannot work through meal or rest periods without
2 prior approval from their supervisor. This includes taking breaks when their shift starts, or at
3 the end, so that they can arrive late or leave early for personal reasons.
4

5 Employees who are assigned to a shift less than eight (8) hours, rest/meal periods should be as
6 follows:
7

8	7 ½ to 8 hour work shift	30 minute meal period and 2 – 15 minute rest periods
9	5 ¼ to 7 ¼ hour work shift	30 minute meal period and 15 minute rest period
10	3 ¼ to 5 hour work shift	15 minute rest period
11	*3 hours or less	No rest period

12
13 *If employees need a short rest period during this group of shifts due to the nature of the job
14 responsibility, it should be worked out with their respective supervisor.
15

16 **Section 8.1.2.1. Missed Meal Periods.**

17 Employees required to work through their regular meal periods will be given time to eat
18 at a time agreed upon by the employee and the supervisor. In the event the District
19 requires an employee to forego a lunch period, and the employee works the entire shift,
20 including the lunch period; the employee shall be compensated for the foregone meal
21 period.
22

23 **Section 8.2. Higher Rate of Pay.**

24 Employees who are requested to work in another position during the scheduled hours for their regular
25 position in the district that is normally paid at a higher rate shall be paid at the higher rate for all hours
26 worked in the assignment.
27

28 **Section 8.3. Out of Classification Pay.**

29 Employees requested to work in another job position for extra hours that are not part of their regular
30 position schedule shall be paid at that job position rate on Schedule A, Step 1 for all hours worked.
31

32 **Section 8.4. Overtime.**

33 All hours worked beyond forty (40) hours in any given week shall be compensated at one and one-half
34 (1½) times the employee's hourly rate in accordance with FLSA.
35

36 **Section 8.4.1. Sunday Shift.**

37 Any time an employee is requested to work on a Sunday, when not part of their regular shift,
38 time and one-half (1½) is to be paid.
39

40 **Section 8.4.2. Compensatory Time.**

41 When an employee is requested or required by the supervisor to work hours beyond the regular
42 scheduled hours of the position, the employee may elect compensatory time ("comp time") in
43 lieu of pay as reimbursement. Once "comp time" has been agreed upon, hours will accrue at the
44 rate of one (1) hour of "comp time" for each extra hour worked, until total time worked for the
45 week equals forty (40) hours. Hours worked in excess of forty (40) hours for the week will
46 accrue at the overtime rate of one and one-half (1½) hours for each hour worked over forty (40)
47 hours.
48

1 The following guidelines on “comp time” shall apply:
2

- 3 1. Weekend hours are excluded from compensatory time accrual unless the normal work
4 schedule includes Saturday and Sunday.
- 5
6 2. Compensatory time may be chosen by the employee in lieu of overtime pay or
7 additional pay.
- 8
9 3. The choice of compensatory time in lieu of overtime pay must be pre-approved by the
10 immediate supervisor except in emergency situations where the supervisor cannot be
11 reached.
- 12
13 4. Compensatory time will be requested, confirmed and monitored and shall be submitted
14 to be recorded monthly.
- 15
16 5. Compensatory time is to be taken by mutual agreement between the employee and the
17 employee’s supervisor.
- 18
19 6. Substitutes may be used when “comp time” is taken, with supervisor approval.
- 20
21 7. Compensatory time shall not exceed a balance of thirty (30) hours at any one time.
22 Compensatory time not used by July 31st shall be submitted to the payroll office for
23 payment on the next paycheck.
- 24
25 8. Principals, supervisors, kitchen managers, or lead custodians will confirm when “comp
26 time” is taken by initialing and identifying the hours on the appropriate time sheet.
- 27
28 9. Employee initiated “comp time” requests for a temporary, minor adjustment in the work
29 schedule for a given day need prior approval of the employee’s supervisor. Such minor
30 adjustments, whether employee initiated or supervisor requested, cannot result in
31 overtime pay; and should normally be reconciled during the current pay period.
- 32

33 **Section 8.5. Shift Differential.**

34 Any shift where fifty percent (50%) or more of the shift is after 11:00 p.m. the entire shift will receive
35 an additional twenty-five cents (\$0.25) per hour differential.
36

37 **Section 8.6. Call-Outs.**

38 The District will establish a Call-Out List and those employees who are on the Call-Out List will
39 receive an additional twenty-five cents (\$0.25) per hour for all regular hours worked to compensate for
40 time spent on Call-Out related issues during the work year that don’t require them to return to their
41 building. Employees required to return to work on a regular workday or on Saturday or Sunday shall
42 receive no less than two (2) hours pay at the appropriate rate. Employees on the Call-Out list will be
43 responsible for, and may be required to, respond to events including, but not limited to: facility safety,
44 security and fire alarm calls, cold weather checks and other critical operations as directed by the
45 supervisor.
46

1 **Section 8.6.1. Cold Weather Checks.**

2 Employees performing cold weather checks will receive no less than two (2) hours' pay. If the
3 total hours spent performing cold weather checks in an eight (8) hour period exceeds two (2)
4 hours, employees will be compensated for the total hours worked at their appropriate rate of
5 pay.
6

7 **Section 8.7. Organizational Use of Buildings.**

8 In all cases when school facilities are made available to any organization after normal working hours, a
9 Custodian shall be required on the premises and shall be compensated in accordance with the
10 Collective Bargaining Agreement. Every effort will be made to provide custodial coverage. In the
11 event a Custodian is not available, arrangements will be made between the Custodial staff and the
12 District to adjust the daily work schedule as needed.
13

14 School personnel, when using school facilities, will be advised by the District that they will leave the
15 room/school in the same condition they found it. If additional cleaning is needed, it will be the
16 responsibility of those school personnel using the facilities.
17

18 **Section 8.7.1. Food Preparation Facilities.**

19 In all cases under the preceding Section when food preparation facilities will be used, a Kitchen
20 Supervisor, Assistant Cook or a Food Service employee who has served in one of these
21 positions shall be offered to be on the premises to be determined on a case-by-case basis
22 mutually agreed upon between the District and the Association. If no building Food Service
23 employees are available, the additional times (if needed) must be advertised to Food Service
24 employees throughout the District and will be awarded on a seniority basis. Such employee(s)
25 shall be compensated in accordance with this Article.
26

27 **Section 8.8. School Closure.**

28 Employees who do not receive notification of a school closure at least one (1) hour prior to their
29 normal reporting time will receive two (2) hours' pay at their base hourly rate. It is the employee's
30 responsibility to retrieve phone messages, listen to news reports, and make every effort to obtain
31 information on school closures.
32

33 In the event the District closes one or more of the schools for one or more days of the contracted year,
34 provided students are not required to make up the days, the affected employee will have the option to
35 take emergency (sick) leave, annual/personal leave, and vacation leave or they will have the option to
36 take leave without pay for that time. In the event that students are required to make up the days, the
37 employee would be required to make up the days as part of their regular contract. Employees on two
38 hundred sixty (260)-day contracts (Custodial, Maintenance, etc.) are expected to report to their
39 assigned worksites on closure days unless in an approved leave status.
40

41 When deemed applicable by the Superintendent, and an emergency closure waiver is approved,
42 emergency leave without loss of pay may be granted when severe inclement weather conditions or
43 other natural disasters prevent employees from reporting for scheduled work when a school(s) is
44 closed.
45

46 **Section 8.8.1. Early Arrival.**

47 Employees requested to report for work early shall do so, if possible. Compensation shall begin
48 when they report for work.

1
2 **Section 8.9. Transportation Personnel.**

3 Recognizing that personnel in the Transportation classification present special shift problems, the
4 parties agree that shifts shall be established in the classification in relation to routes and driving times
5 required for fulfilling tasks assigned by the Supervisor of Transportation.
6

7 The following shall apply:
8

- 9 1. Adjustments to routes will be made and bid annually between September 15 and October 1.
10
- 11 2. Transportation Assistants shall bid on Mid-day routes prior to the regular bid. Once all
12 Transportation Assistants have had the opportunity to bid on a Mid-day route, any remaining
13 vacant Mid-day routes will be included in the Bus Driver and Transportation Assistant regular
14 bid, giving Bus Drivers the opportunity to bid on a vacant Transportation Assistant Mid-day
15 route. All Bus Drivers who bid a Transportation Assistant Mid-day route will be compensated
16 at the Transportation Assistant hourly rate of pay equivalent to their step placement. The
17 regular bid process will begin immediately following the Transportation Assistant Mid-day bid.
18 Any routes that remain following the bid will be assigned in order of reverse seniority and
19 according to Driver eligibility.
20
- 21 3. Route time shall be a guaranteed minimum at the time of the annual bid. Route increases or
22 decreases subsequent to the annual bid, in accordance with the terms of Section 16.2.2 of this
23 agreement, establish a new guaranteed minimum. In the event of a route decrease of more than
24 thirty (30) minutes for pay purposes during the school year (AM/PM, Mid-Day, or Activity),
25 make-up work is required in order for the affected employee(s) to remain whole. The
26 supervisor and employee will make arrangements for when the make-up time will occur using
27 the established additional work list. Affected employees may elect to have their guaranteed
28 minimum route time adjusted in lieu of make-up work.
29
- 30 4. Mid-day and Activity routes shall be bid as separate routes by seniority. Mid-day routes will be
31 actual drive time. Activity routes will be sixty (60) minute guaranteed time, actual time beyond
32 the sixty (60) minutes will be extra time for pay purposes.
33
- 34 5. All Drivers will be compensated at the Driver's hourly rate for thirty (30) minutes per day per
35 vehicle for the purpose of performing pre/post-operational safety checks, warm-up, fueling,
36 sweeping, and washing the bus in addition to actual hours of driving time. These duties do not
37 include Transportation Assistants.
38
- 39 6. Layover time during AM/PM routes shall be compensated at the Driver or Transportation
40 Assistant's hourly rate. This time shall be included in the total bid time and therefore not
41 reflected on a timesheet. Employees shall work during the layover time either on their bus or in
42 an assignment of an extra route or extra departmental support.
43

44 In the event a Driver or Transportation Assistant is assigned an additional route outside of their
45 bid time before they've returned to the lot, they shall be compensated at their hourly rate for the
46 first thirty (30) mins of such layover. In these instances, layover and drive time shall be paid off
47 of a timesheet. Routes awarded in accordance with Section 8.9.2. contained herein shall not be
48 awarded layover time.

7. All information concerning the routes will be given to the Drivers and Transportation Assistants at least one (1) week (5 workdays) prior to the annual bid. Drivers and Transportation Assistants will be informed of any adjustments made during these five (5) days.
8. All Drivers shall be compensated at the Driver's hourly rate for a minimum of one (1) hour when in attendance at Driver staff meetings.
9. All Drivers and Transportation Assistants will have five (5) minutes total added and included in each segment (morning, mid-day, afternoon) for the pick-up and return of route books, keys, phones, and sign-in before and after their routes.

The District will provide Transportation Assistants with training necessary to perform their duties. In the event there is a Transportation Assistant on a special education route, additional training will be provided at District expense. Only Transportation Assistants with appropriate training will be assigned to special education routes/trips. If a special education student requires a one-on-one Paraeducator during school hours, the Paraeducator will be required to accompany said student to and from school on any transportation route.

Section 8.9.1. Extra Trips.

Extra trips shall be defined as any and all bus trips other than regular scheduled routes not scheduled on a regular daily basis. Whenever possible, except in emergency cases, extra trips shall be displayed on the extra trip roster on the designated bulletin board at the transportation office five (5) workdays in advance of the departure date. Extra trips shall be compensated at the Driver's hourly rate of pay, in accordance with Schedule A, for the actual trip time plus necessary travel time to and from the school, up to thirty (30) minutes. If any portion of the trip is cancelled or rescheduled, the affected Driver and Transportation Assistant will have the first right of refusal when the trip is rescheduled.

The parties recognize the importance of accurate trip sheet. In an effort to deter abuse of extra trip privileges, Drivers reporting inaccurate trip sheets will lose the ability to bid one (1) extra-trip bid process.

Section 8.9.2. Assignment of Extra Trips.

Extra trips shall be awarded on the basis of seniority of the Driver and Transportation Assistant signed up for the trip. In order to be awarded an extra trip, the trip must be a minimum of thirty (30) minutes over the Driver's and/or Transportation Assistants' bid route time. If no regular Driver or Transportation Assistant signs up for a specific trip, the trip will be assigned to a Substitute Driver and Transportation Assistant. No Driver or Transportation Assistant shall be eligible for an extra trip if such assignment will place the Driver at over forty (40) hours in a week. When all Drivers and Transportation Assistants have had the opportunity to reach forty (40) hours in a week, the District may use Substitute Drivers and Transportation Assistants. If no Substitute Driver or Transportation Assistant is available, and all Drivers and Transportation Assistants have reached forty (40) hours, selection for overtime assignment will be on a rotating seniority basis.

Cancellation of extra trips on a school day shall result in the assigned Driver and Transportation Assistant receiving compensation at their hourly rates, in accordance with



1 Schedule A, for the actual time driven or their regular route time, whichever is greater.
2 Transportation employees who do not receive a minimum of one (1) hour notification for the
3 cancellation of trips on a school day shall receive two (2) hours pay at the Driver's or
4 Transportation Assistant's hourly rate, in accordance with Schedule A. In the event of a
5 cancellation of extra trips while in progress or on non-school days, the Driver will be paid at
6 their hourly rate for a minimum of two (2) hours plus necessary travel time to and from the
7 school, up to thirty (30) minutes, or actual drive time, whichever is greater. Transportation
8 Assistants shall be compensated for a minimum of two (2) hours at their hourly rate of pay for
9 the posted scheduled trip time.

10
11 In the event a regular Driver or Transportation Assistant has to cancel an extra trip, the trip will
12 be assigned to an available Driver and Transportation Assistant or Substitutes, at the
13 supervisor's discretion. Drivers or Transportation Assistants who are awarded an extra trip
14 must fulfill their contractual assignment for that day unless approved by their supervisor.

15
16 After trip assignments, trip tickets are to be issued to Drivers and Assistants. Trip sheets shall
17 be re-posted after assignment for viewing and accuracy.

18
19 **Section 8.9.3. Extra Trip Procedures.**

20 The process described in this Section will be used for extra trips in or out of the one hundred
21 sixty (160) mile radius.

- 22
23 1. When available, East Valley school buses and Drivers will be used for extra trips within
24 a one hundred sixty (160) mile radius.
- 25
26 2. When the trip destination is out of the one hundred sixty (160) mile radius, the selection
27 of a yellow or charter bus shall be the choice of the Transportation Supervisor.
- 28
29 3. The Transportation Supervisor shall review all trips with more than one hundred sixty
30 (160) miles on a case by case basis before a charter bus is used.
- 31
32 4. Equipment vans will be driven by East Valley Bus Drivers at the base hourly rate at
33 Step 1 on Schedule A. If the regular route is subbed out, the Driver will receive their
34 base hourly rate of pay for those hours of their route. All hours beyond the route time
35 will fall under the base hourly rate at Step 1.
- 36
37 5. Drivers will receive their base hourly rate of pay when transporting students in a van.
- 38
39 6. Type II Drivers can be used when transporting students (i.e. golf, cheerleaders, etc.) in
40 vans. If more than two (2) vans are used, the Transportation Supervisor will meet with
41 the two (2) Driver representatives (who will be identified by the Association) to discuss
42 and clarify the reasons prior to responding to the trip request.
- 43
44 7. Drivers shall be guaranteed a minimum of two (2) hours pay for all trips performed on
45 non-school days.
- 46

1 **Section 8.10. Student Management Concerns.**

2 In the event a route is frequently subbed and has consistent student management concerns/complaints,
3 the route Driver’s right to bid on trips may be suspended until such time that the student
4 management/safety concerns are corrected.

5
6 **Section 8.11. Drivers and Maintenance CDL Physicals.**

7 The District shall pay for a Driver’s or Maintenance CDL physical once every twenty-four (24) months
8 or following the DOT guidelines, the District will pay the CDL physical every twelve (12) months.
9 The District has established an arrangement with a qualified facility to provide required physical
10 examinations for Drivers. Drivers have the option of obtaining the physical examination from the
11 District appointed facility or from a FMCSA certified and registered private physician. The District
12 will reimburse Drivers at the current facility rate if they use a private physician.

13
14 **Section 8.12. Route Vacancies.**

15 Any route that is vacated following the bid and prior to March 1 of each school year (in accordance
16 with Section 8.9.2. of this Agreement) will be offered for bid. The Director of Transportation shall
17 conduct an expedited bid process occurring within one (1) staff meeting. A twenty-four (24) hour
18 notice of a bid will be given to Drivers and Transportation Assistants. The initial route will be awarded
19 on a seniority basis and this process shall continue until all open routes have been awarded or refused.
20 Any remaining vacated routes will be posted and filled on a temporary basis for the remainder of the
21 year in accordance with Section 16.4.1.

22
23 Contract changes for all affected will not be processed until after the cascading bid process is
24 complete, when the last available vacancy is accepted by a driver/assistant.

25
26 All transportation vacancies created after March 1, will be posted and filled on a temporary basis
27 should that vacancy exceed thirty consecutive (30) workdays.

28
29 **Section 8.13. Additional Work Procedures.**

30 Additional work is defined as any work outside of regular bid routes. Anything not bid on (with the
31 exception of Valley Hearts/McKinney-Vento routes) shall be offered based on seniority and proximity.

32
33 Assignment for extra additional work shall be as follows:

- 34
35 1. A sign-up sheet for additional work for both Drivers and Transportation Assistants will be
36 posted on the last five (5) working days of the month for the upcoming month.
37
38 2. The Driver and/or Transportation Assistant will have the first right of refusal.
39
40
41 3. If additional work is not accepted by a Driver and/or Transportation Assistant, it will be offered
42 to a Substitute if deemed necessary.
43

44 In the event a Driver or Transportation Assistant is assigned an unplanned or last-minute route outside
45 of the process outlined above, they shall be compensated at their hourly rate for the first thirty (30)
46 minutes of such layover. In these instances, layover and drive time shall be paid off of a timesheet.
47



1 **Section 8.14. District Vehicles / GPS, and Cameras.**

- 2 1. The District acknowledges that disciplinary action of employees is not the primary purpose of
3 the use of the GPS and/or video systems. The primary purposes of the GPS and video systems
4 are to provide for the safety and security of students and staff, and the efficient operation of
5 District vehicles. The District reserves the right, however, to use information obtained by the
6 GPS and video reports for discipline per the current Collective Bargaining Agreement (CBA).
7
8 2. The District further agrees information contained in and derived from the GPS and video
9 reports shall not be disclosed to a third party, except in disciplinary action and justification or
10 as required by law or contract, provided that the District shall provide the Association with
11 GPS and video reports relevant to a lawful union concern.
12
13 3. Supervisors of drivers of District vehicles agree to meet periodically or as needed with each of
14 their employees to review the GPS and/or video reports and indicate any potential problems or
15 concerns for the purpose of education.
16
17 4. The District will notify Drivers when video is pulled for review.
18
19 5. Video will be viewed in a private and confidential manner.
20
21

22 **ARTICLE IX**

23 **PARAEDUCATORS**

24 **Section 9.1. Paraeducator Bid.**

25
26 Beginning March 1 of each school year, the District will hold Paraeducator positions to create a job
27 pool for Paraeducators. All Paraeducator vacancies created due to retirement or resignation will be
28 available at the annual Paraeducator Bid held in August of each school year. On or before August 1 of
29 each school year, Paraeducators will have the opportunity to view all positions held in the job pool in
30 preparation for the bid. All current, qualified Paraeducators may attend the Paraeducator Bid and bid
31 on open positions in order of seniority. Paraeducators not qualified for bid include those on plans of
32 improvement or a leave of absence. Paraeducators whose schedule has been reduced by more than
33 thirty (30) minutes per day for the subsequent school year and who elect not to remain in the same
34 position, may attend the annual Paraeducator Bid prior to being considered displaced. Positions that
35 remain open following the annual bid will be posted for external candidates only. Such positions will
36 be identified within the job posting.
37

38
39 All Paraeducator vacancies created after March 1 will be posted and filled on a temporary basis should
40 that vacancy exceed thirty consecutive (30) workdays.
41

42 **Section 9.2. Supervision Duty.**

43 In all instances of supervision duties there will be an attempt to keep the ratio of students to
44 Paraeducators of one (1) paraeducator to one hundred (100) students.
45

46 Whenever possible there will be a minimum of two (2) Paraeducators out at any recess. Students
47 requiring one-on-one Paraeducator supervision during the regular school day will receive the similar
48 supervision on the playground.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

Section 9.3. DI Classroom Paraeducator.

Paraeducators who are assigned to work with DI (Designed Instruction) students and assist with student personal needs (including but not limited to: toileting, diaper changing, bathing, catheterization, feeding or any new state statutes and regulations) shall be paid an additional fifty cents (\$0.50) per hour.

Section 9.4. Paraeducator Training.

The District agrees to follow all Paraeducator training requirements as mandated by the Professional Educator Standards Board (PESB). The District further agrees to maintain a record of those requirements on the District website.

An additional fifty (\$0.50) cents per hour for all Paraeducators that are issued a General Paraeducator Certificate through the Washington Office of Superintendent of Public Instruction (OSPI). Certificates must have an issue date of October 1 or earlier and be submitted to the Human Resources Department no later than November 1 to receive the additional wage for the same school year. Paraeducators who are issued a General Paraeducator Certificate after October 1 will receive a pay increase beginning with their first contracted day of the following school year. Paraeducators must complete the Fundamental Course of Study (FCS) prior to applying for their General Paraeducator Certificate.

ARTICLE X

INSURANCE AND RETIREMENT

Section 10.1. School Employees Benefit Board (SEBB).

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all eligible bargaining unit members and their dependents are required by state law, the State Operating Budget, and the School Employees Benefits Board (SEBB).

Section 10.2. SEBB Eligibility.

The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred thirty (630) hours or more per school year.

Section 10.3. Health Care Authority.

The District will pay the full amount of the monthly State Health Care Authority subsidy, prorated by FTE.

Section 10.4. Long Term Disability.

There is an elimination or waiting period before benefits become payable. This elimination period is ninety (90) calendar days of each continuous period of disability. It is the employee’s responsibility to apply for benefits.

Section 10.5. Liability Insurance.

The District shall provide tort liability insurance for all employees.



1 **Section 10.6. Industrial Insurance.**

2 The District shall make required contributions for state-required industrial insurance on behalf of all
3 employees subject to this Agreement.

4
5 **Section 10.7. Unemployment Insurance.**

6 The District shall maintain an Unemployment Compensation Fund requisite to providing
7 unemployment benefits for all employees subject to this Agreement.

8
9 **Section 10.8. Retirement.**

10 In determining whether an employee subject to this Agreement is eligible for participation in the
11 Washington State Public Employees Retirement System (PERS) or the Washington State School
12 Employees Retirement System (SERS), the District shall report all hours compensated, whether
13 straight time, overtime, or otherwise.

14
15 **Section 10.9. 125 Flex Plan.**

16 A 125 Flex Plan shall be made available to the employees of this group. Participation shall be at the
17 option of the individual employee. The plan may cover un-reimbursed healthcare expense, dependent
18 care expense, and other insurance premiums.

19
20 **Section 10.10. VEBA I.**

21 The District shall provide, as an employer paid benefit, a monthly VEBA I contribution of sixty dollars
22 (\$60.00) per benefit FTE to help defray out-of-pocket medical expenses.

23
24 **ARTICLE XI**

25
26 **LEAVES**

27
28
29 **Section 11.1. Sick, Injury, and Emergency Leave.**

30
31 **Section 11.1.1. Sick Leave Earned.**

32 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
33 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
34 school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the
35 employee’s current normal daily work shift. Sick, injury, and emergency leave will be front
36 loaded to the employee’s leave balance in September of the instructional year, at time of hire or
37 when the employee’s workday increases. In providing front loaded sick leave, the District will
38 comply with WAC 296-128-730.

39
40 **Section 11.1.2. Sick Leave Incentive Program.**

41 Unused sick leave shall be administered in accordance with the Washington Administrative
42 Code and East Valley School District Policy.

43
44 Sick leave cash-out shall be in accordance with Washington State Law.

45
46 **Section 11.1.3. Sick or Injury Leave.**

47 Sick or injury leave is defined as days of absence from duty because of an employee’s mental
48 or physical illness, injury, or health condition for which no deduction is made in compensation



1 of the employee. Sick and injury leave may be taken to the full amount of accumulation.
2 Employees may use sick leave for the reasons identified in RCW 49.46.210.

3
4 Return to work from sick or injury leave may require a physician's release. The employee must
5 communicate with the District regarding return to work requirements.

6
7 **Section 11.1.3.1. Doctor Verification.**

8 The District may require a doctor's verification for proof of illness or injury if the
9 employee is absent more than five (5) consecutive workdays. The employer's
10 requirements for verification may not result in an unreasonable burden or expense on
11 the employee and may not exceed privacy or verification requirements otherwise
12 established by law. (RCW.49.46.210.) If the employee is absent for more than five (5)
13 days, the District may require verification that the employee's use of paid sick leave is
14 for the reasons identified in RCW 49.46.210.

15
16 **Section 11.1.4. Emergency Leave.**

17 Emergency leave is defined as leave for a problem that must not have been precipitated and
18 must be of such nature that preplanning was not possible, or where preplanning could not
19 relieve the necessity for the employee's absence. Such leave is deductible from sick leave.

20
21 **Section 11.1.5. Leave Days Pro-Rated.**

22 A person commencing employment during the school year will be granted leave days on a pro
23 rata basis.

24
25 **Section 11.1.6. Sick Leave Transfer.**

26 Accumulated sick leave is transferable from other Washington school districts. Employees
27 transferring from another Washington school district shall provide a certificate of transfer of
28 accumulated sick leave.

29
30 **Section 11.2. Family Leave (Birth, Adoption and Terminal Health Condition).**

31
32 **Section 11.2.1.**

33 Care for a newborn child or adopted child of the employee who is under the age of six (6) at the
34 time of placement for adoption. Leave under this Section shall be completed within twelve (12)
35 months after the birth or placement for adoption, as applicable.

36
37 **Section 11.2.2.**

38 Care for a child under eighteen (18) years old of the employee, who has terminal health
39 condition. An employee is entitled to leave under this Section only once for any given child.

40
41 **Section 11.2.3.**

42 Family leave is deductible from sick leave, annual/personal leave, and/or vacation hours.

43
44 **Section 11.2.4.**

45 The leave required by this Section may be unpaid. The District will continue to pay its portion
46 of the employee's insurance premium for three months once an employee is on unpaid leave
47 status.

1 **Section 11.2.5.**

2 The leave required by this Section is in addition to any leave for illness or temporary disability
3 because of pregnancy or childbirth.
4

5 **Section 11.2.6.**

6 If one (1) parent works for the District the employee is entitled twelve (12) work weeks of
7 leave. If both parents work for this District, they are entitled to a total of twelve (12) work
8 weeks during any twenty-four (24) month period, and the District is not required to give both
9 parents leave at the same time.
10

11 **Section 11.2.7.**

12 The employee shall give the District at least thirty (30) days written notice of the intended dates
13 of family leave for the birth or adoption of a child. If the employee has inadequate notice of
14 when they will obtain custody of an adopted child, the parties will agree to a revised schedule.
15 If the leave is to care for a dying child, the employee should provide written notice fourteen
16 (14) days in advance. If the need for leave is not foreseeable, the employee should give at least
17 one (1) workday’s notice.
18

19 **Section 11.2.8.**

20 The District may, at its expense, require verification of the family leave requirement from the
21 health care provider for disputes regarding (1) premature birth, (2) incapacitation of the mother
22 (3) maternity disability or (4) the terminal condition of a child.
23

24 **Section 11.2.9.**

25 An employee returning from family leave is entitled to (1) the same position; or (2) an
26 equivalent position in hours and wages; or (3) the employee may take another job with the
27 District, unless the employee fails to provide timely notice or return on the established ending
28 day of the leave. The employee shall not lose benefits accrued before the leave. The District is
29 not required to grant benefits during the period of leave.
30

31 **Section 11.2.10.**

32 Disputes concerning family leave will be dealt with per normal grievance procedures.
33

34 **Section 11.2.11. Paid Family and Medical Leave (PFML).**

35 Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical
36 leave as per the Washington State Family and Medical Leave and Insurance Act. Employees
37 must have worked a minimum of eight hundred twenty (820) hours within the past calendar
38 year in order to be eligible for this leave.
39

40 **Section 11.3. Employee Sick Leave-Sharing.**

41 The District will administer a shared leave program in accordance with WAC 392-136A. In
42 determining whether an employee is qualified for shared leave, the District can require the employee to
43 provide documentation in accordance with WAC 392-136A-055. An employee cannot grieve decisions
44 regarding shared leave. The donated leave shall be calculated on a day-donated-day-received basis.
45

46 Any leave transferred which remains unused shall be returned at its original value to the employee or
47 employees who transferred the leave when it is found that the leave is no longer needed or will not be
48 at a future time in connection with the illness or injury for which the leave was transferred or any other



1 qualifying condition. The value of the unused leave which was transferred by more than one (1)
2 employee shall be returned on a pro rata basis. The Superintendent and/or Association representative
3 may, if appropriate, require a healthcare provider statement confirming the extent and/or severity of the
4 illness, injury or impairment. (RCW 41.04.665)

5
6 Any person requesting donated sick leave must do so in writing to the Human Resources Department,
7 preferably two (2) weeks in advance of need.

8
9 **Section 11.4. Bereavement Leave.**

10 Employees are eligible for up to five (5) days leave per occurrence for absence occasioned by the death
11 of a relative residing in the household of the employee, a sibling, parent-in-law, grandparent or
12 grandchild residing elsewhere, or personal friend or relative with whom the employee has had close
13 familial ties equivalent to those with a relative listed above.

14
15 Up to ten (10) days will be allowed per occurrence for absence occasioned by the death of a parent,
16 spouse, or child. Bereavement is not deductible from sick leave. Bereavement leave is noncumulative.
17 Exceptions to this provision may be approved on a case by case basis and must be submitted in writing
18 to the Human Resources Department. Emergency leave, when used with bereavement leave, will be
19 deducted from sick leave.

20
21 **Section 11.5. Industrial Insurance Leave.**

22 In the event employees are absent for reasons which are covered by industrial insurance, the District,
23 upon receipt of official verification from the Department of Labor and Industries or Northeast
24 Washington Worker's Compensation, shall pay the employee the amount equal to the difference
25 between the amount paid the employee by the Department of Labor and Industries, and the amount that
26 the employee would normally earn. A deduction shall be made from the employee's accumulated
27 illness leave on a pro rata basis.

28
29 **Section 11.6. Jury Duty.**

30 When an employee is required to perform jury duty, they shall do so without loss of pay. Jury fees,
31 exclusive of mileage and expenses, shall in each case, be remitted to the District. In the interest of
32 maintaining the continuity of the educational program, whenever an employee is released early from
33 jury duty (half or more than half of the workday remaining), they shall contact the building
34 administrator for assignment.

35
36 **Section 11.6.1. Court Appearances / Summons.**

37 Should an employee be requested to appear, or is summoned to court for appearance, in a job-
38 related incident, a copy of such written request shall be provided to the Human Resources
39 Department as proof of appearance. Employees shall do so without loss of pay, unless the
40 employee has brought the action against the District. Any court appearance fees, exclusive of
41 mileage and expenses, shall be remitted to the District.

42
43 **Section 11.7. Leave of Absence.**

44 Upon the recommendation of the immediate supervisor through administrative channels to the
45 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of
46 absence for a period not to exceed one (1) year. If such leave is granted due to extended illness, one (1)
47 additional year may be granted. An employee may be granted a leave of absence for up to one (1) year,

1 upon the approval of the Superintendent and the Board of Directors, for the purpose of attending
2 school.

3
4 A leave of absence will be a leave without pay or benefits with a guarantee to return to a comparable
5 position at the end of the year's leave or the next school year. Requests need to be filled out in writing
6 to the Human Resources Department by May 1 of the current school year for consideration of leave.

7
8 Exceptions to this time line will be reviewed on a case-by-case basis. Notice of return to employment
9 needs to be filed in writing with the Human Resources Department by May 1 of the following year.
10 The employee returning from leave will be assigned to the same or equivalent position occupied before
11 the leave of absence. Employees hired to fill the position of employees on leave of absence will be
12 hired for a specific period of time, during which they shall be subject to all provisions of this
13 Agreement. It shall be the responsibility of the employer to inform replacement employees of these
14 provisions.

15
16 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave
17 of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is
18 on a leave of absence; provided, however, that if such leave is approved for extended illness or injury,
19 seniority shall accrue. Employees on a leave of absence are not eligible to bid or apply for open
20 positions until they have formally returned to work.

21
22 **Section 11.8. Annual / Personal Leave.**

23 All employees will be granted four (4) annual/personal leave days, front loaded as of September 1 of
24 each school year, not deducted from sick leave or emergency leave, pursuant to Section 11.1.5 of this
25 Agreement.

26
27 Employees shall have no more than six (6) total annual/personal leave days banked at any given time.
28 Employees who have more than two (2) annual/personal leave days as of August 31st will
29 automatically have two (2) days carried over into the next school year. Following the carryover, up to
30 two (2) days of remaining annual/personal leave will be automatically cashed out on the September
31 paycheck of the following contract year. Annual/personal leave cash out shall be paid at the
32 employee's rate of pay for the effective school year in which the leave was allocated. Employees must
33 use any remaining annual/personal leave on or before their last scheduled workday or August 31 for
34 two hundred sixty (260)-day employees. Any unused annual/personal leave days over two (2) as of
35 August 31 will be forfeited.

36
37 Annual/personal leave may not be taken in the first week or the last week of the school year nor in
38 conjunction with a vacation period or a holiday. Exceptions to these provisions may be made on a first
39 come, first serve basis subject to Substitute availability. Employees may request exceptions to this
40 provision through the building/department supervisor. The Superintendent or designee will have final
41 approval for annual/personal leave during these times.

42
43 **Section 11.9. Military Leave.**

44 Employees who are ordered or who volunteer because of compulsory duty or active duty in the armed
45 services of the United States shall be granted leave without pay. Following release from military
46 service, the employee shall be reinstated to employment status and shall be entitled to all rights and
47 benefits in accordance with federal and state laws. In the case of military service extending beyond the
48 period of crisis or period of duty for which they originally enlisted, the Board will make final

1 determination. Military leave for reserve duty will comply with requirements of federal statute and
2 RCW 38.040.060. Whenever possible such reserve duty should be performed during the summer
3 months.

4
5 **Section 11.10. Leave Replacement Employees.**

6 Except when circumstances are detrimental to the education of students or create a hardship to the
7 department, employees may take a leave from their current position to temporarily fill a position within
8 the building (or across District for custodial) that is available due to a leave anticipated to exceed thirty
9 (30) workdays if the position has greater hours or a higher rate of pay. A leave replacement employee
10 hired from within the bargaining unit will return to their former position at the time the initial
11 employee on leave returns. Benefits will be based on the employee's original position. A Substitute
12 will be utilized for the employee awarded the leave replacement position.

13
14
15 **ARTICLE XII**

16
17 **CLASSIFIED STAFF DEVELOPMENT**

18
19 **Section 12.1. Compensation.**

20 The District will compensate each classified employee for any courses and/or training required as a
21 condition of employment at the employee's hourly rate. This will include but is not limited to first aid,
22 blood borne pathogen, and diabetes classes as mandated by District, state, or federal regulations.

23
24 Paraeducators, Secretaries, Bus Drivers, Custodians, Head Cooks, Assistant Cooks, Security, Health
25 Service, ECEAP, and Maintenance personnel will receive first aid training biannually.

26
27 Substitutes shall be paid while in required training or attending required job related meetings or
28 workshops.

29
30 **Section 12.2. Classified Staff Development Funds.**

31 The District will provide classified staff development funds of twenty-seven thousand dollars
32 (\$27,000) for each school year. Unused funds up to a maximum of twenty-five hundred dollars
33 (\$2,500) shall be carried over to the following year and added to the fund. Use of the fund will include,
34 but not be limited to in-service programs provided by the District or requested by individual employees
35 or bargaining unit classification. Requests for using these funds will be made on the appropriate form.

36
37 **Section 12.3. Reimbursements.**

38 Reimbursement for meals, lodging, mileage (when a personal vehicle is used), and other necessary
39 expenses will be at the rate established by the Internal Revenue Service (IRS) and District policy for
40 employees participating in District approved conferences, meetings, conventions, and other District
41 business. Any meals included in the conference registration fee will not be reimbursed.

42
43 **Section 12.4. Per Diem.**

44 Less than twelve (12) month employees will be granted up to an additional six (6) hours of pay per
45 year to attend District/building orientation day activities. This time will be for District/building
46 meetings and may be paid as per diem or compensatory time at the employee's discretion.

1 Up to twenty (20) hours per year per employee working twenty (20) hours or more per week are to be
2 used for meetings such as training workshops, committees, parent night, building or other activities as
3 agreed upon with the employee's supervisor when these activities are held outside the employee's
4 regular work hours. Prior arrangement should be made with the supervisor/principal. Employees
5 working fewer than twenty (20) regular hours per week will receive ten (10) hours. Compensation will
6 be at employee's hourly rate of pay and in accordance with Section 8.4 of this Agreement.

7
8 Per diem must be used on or before July 31st of the school year in which it is allocated. Per diem
9 earned for attending District/building orientation activities in August may not be deducted from the
10 prior school year's allocation.

11
12 **Section 12.5. Orientation.**

13 Orientation of new hires and Substitutes will be given within the first ninety (90) calendar days of
14 employment. At that time, a copy of the District and building policies, utilization of sick days, benefits,
15 school disciplinary policies, and notice of any required training will be given to the employee.

16
17
18 **ARTICLE XIII**

19
20 **DUES DEDUCTION – CHECKOFF – AGENCY SHOP**

21
22 **Section 13.1. Authorization.**

23 Upon receipt of a written or E-signature dues deduction authorization and assignment form, as defined
24 under Article I Recognition, the District will make the appropriate payroll deduction as certified by the
25 President of the Association and transmit the monthly dues, assessments, or voluntary political
26 contributions electronically to the PSE State Treasurer. The PSE State Office will be the custodian of
27 the records related to dues authorization and they agree that, as the custodian of the records, they have
28 the responsibility to ensure the accuracy and safe-keeping of those records. Any changes in the rate of
29 membership dues will require at least thirty (30) days written notice to the Payroll Department.

30
31 **Section 13.2. Collection and Revocation.**

32 It is understood and agreed that this dues deduction system is only for the collection of dues (local and
33 state), assessments, or voluntary political contributions and shall not be used for the collection of any
34 Association imposed fines, penalties, or initiation fees.

35
36 **Section 13.3. Association Membership.**

37 Employees who have affirmatively consented to joining the Association shall maintain their
38 membership during the term of this Agreement unless the employee revokes membership. An
39 employee may revoke their membership by contacting the Association in accordance with Section
40 13.1. Association membership is optional for employees.

41
42 All employees who are not members of the Association on the effective date of this Agreement shall
43 be given the opportunity to become members in good standing of the Association within thirty (30)
44 days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is
45 applicable. Such employee shall then maintain membership in the Association in good standing during
46 the period of this Agreement unless membership is revoked through contact with the Association.

1 **Section 13.3.1. Right to Decline.**

2 The parties recognize that an employee has the option to participate as a member in the
3 Association. Employees wishing to revoke membership must notify the Association in writing.
4

5 **Section 13.4. Notification of New Hires.**

6 The Association will inform the new hire of the terms and conditions of this Article at the designated
7 meeting per Article IV, Section 4.4.1.
8

9 **Section 13.5. Checkoff.**

10 The District shall deduct PSE dues, assessments, service charges, or voluntary political contributions
11 from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110.
12 The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of
13 Washington/SEIU Local 1948 on a monthly basis. The District shall transmit local dues to the local
14 Association Treasurer or designee.
15

16 **Section 13.6. Hold Harmless.**

17 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
18 orders, and/or judgments against the District on account of any check-off of Association dues or
19 voluntary political contributions.
20

21 **Section 13.7. Political Action Committee.**

22 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
23 deduct from the pay of such bargaining unit employee the amount of contribution the employee
24 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
25 check separate from the Union dues transmittal check. Section 13.6 of the Collective Bargaining
26 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least
27 annually, the employee shall be notified about the right to revoke the request by Public School
28 Employees of Washington.
29
30

31 **ARTICLE XIV**

32 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

33 **Section 14.1. Just Cause.**

34 The District shall have the right to discipline or discharge an employee for just cause. The issue of just
35 cause shall be resolved in accordance with Article XV Grievance Procedure, hereinafter provided. If
36 the District has reason to reprimand an employee, it shall be done in a manner which will not
37 embarrass the employee before other employees or the public. Employees shall have the right to have a
38 recognized Association representative present when being formally disciplined.
39
40

41 **Section 14.2. Due Process.**

42 All charges forming the basis for formal discipline shall be provided to the employee in writing. The
43 principles of progressive discipline will apply to all formal disciplinary action.
44
45
46
47
48

1 **Section 14.3. Progressive Discipline.**

2 When disciplining an employee, the following progressive discipline model will apply:

- 3
- 4 1) Verbal Warning
- 5 2) Written Warning
- 6 3) Letter of Warning – sent to employee’s personnel file
- 7 4) Letter of Reprimand
- 8 5) Suspension
- 9 6) Termination

10
11 Steps in this model may be skipped depending on the severity of the infraction. Any justification for
12 skipping of steps will be explained to the employee in writing and a copy sent to the Chapter President.

13
14
15 **ARTICLE XV**

16
17 **GRIEVANCE PROCEDURE**

18
19 **Section 15.1. Process.**

20 Grievances arising between the District and its employees within the bargaining unit defined in Article
21 I herein, with respect to matters dealing with contract violations, or the interpretation or application of
22 the Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article. If
23 any grievance step deadlines are missed, the grievance shall be deemed withdrawn.

24
25 **Section 15.1.1. Purpose.**

26 The purpose of this procedure is to provide for the orderly and expeditious adjustment of
27 grievances of individual employees and the association of the East Valley School District at the
28 lowest possible level.

29
30 **Section 15.1.2. Definition of Workdays.**

31 For the purpose of this Section “workdays” are defined as those days that the District
32 Administration Office is open for business.

33
34 **Section 15.2. Procedures.**

35
36 **Section 15.2.1. Step 1 - Initial Conference.**

37 The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the
38 number of days within each step shall be considered as maximum and every effort shall be
39 made to expedite the process. Under unusual circumstances, the time limit prescribed in this
40 statement may be extended or reduced by mutual consent of the grievant and the person or
41 person by whom his grievance is being considered. A grievant shall first take up their grievance
42 with his immediate administrative supervisor in a conference(s), which may or may not include
43 an Association representative, within twenty (20) workdays of the occurrence prompting the
44 grievance. Should the immediate supervisor not be able to solve the grievance, they may then
45 direct the grievant to the appropriate District administrator for adjudication of the grievance.
46 Every effort shall be made to adjust the grievance in an informal manner.



1 **Section 15.2.2. Step 2 - Written Grievance.**

2 If no settlement is reached within ten (10) workdays after receipt of the grievance under Step 1,
3 a written statement of the grievance shall be submitted to the appropriate supervisor. The
4 written statement of the grievance shall contain the following information:

- 5
6 A. The facts on which the grievance is based;
7 B. A reference to the provision(s) in this Agreement which have allegedly been violated;
8 and
9 C. Remedies sought.

10
11 After the receipt of the written grievance, the appropriate supervisor will have ten (10)
12 workdays in which to resolve it by indicating on the statement of grievance their
13 recommendations regarding disposition. If employees so wish, they may be accompanied by an
14 Association representative at this step and in subsequent steps. If an agreeable disposition is
15 made, all parties to the grievance shall sign a settlement agreement signifying that the
16 grievance has been resolved and subject to no further processing.

17
18 **Section 15.2.3. Step 3 - Superintendent.**

19 If no settlement has been reached at Step 2, and the Association believes the grievance to be
20 valid, a written statement of grievance shall be submitted within ten (10) workdays to the
21 District Superintendent or their designee. After such submission, the parties will have ten (10)
22 workdays from submission of the written statement of grievance to resolve the grievance by
23 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all
24 parties to the grievance shall sign a settlement agreement signifying that the grievance has been
25 resolved and is subject to no further processing.

26
27 **Section 15.2.4. Step 4 – Mediation.**

28 If no settlement has been reached within the ten (10) days referred to in the preceding
29 Subsection, and the Association believes the grievance to be valid, a written statement of
30 grievance will be submitted to the superintendent or their designee for mediation within ten
31 (10) workdays. The District and the Association will utilize the services and procedures of the
32 Public Employment Relations Commission.

33
34 **Section 15.2.5. Step 5 - Binding Arbitration.**

35 If the grievant is not satisfied with the disposition of their grievance at Step 3, the Association
36 may request in writing within ten (10) workdays, that their grievance be submitted to Binding
37 Arbitration. If any question arises as to the arbitrability of the grievance, such question will first
38 be ruled upon by the arbitrator selected to hear the grievance.

39
40 **Section 15.2.5.1.**

41 By mutual agreement, the parties agree to use either the Voluntary Rules of the
42 American Arbitration Association or the Modified Rules of the American Arbitration
43 Association as modified by the terms of this procedure.

44
45 **Section 15.2.5.2.**

46 The arbitrator will be selected by the Public School Employees attorney and the
47 Superintendent of the District.

48

1 **Section 15.2.5.3.**

2 The decision of the arbitrator will be submitted to the School Board and the grievant
3 and/or their representatives and will be final and binding upon the parties.
4

5 **Section 15.2.5.4.**

6 The costs of arbitration for the services of the arbitrator, including per diem expenses,
7 travel, and the cost of the hearing room, will be borne equally by the District and the
8 Association.
9

10 **Section 15.2.5.5.**

11 No party at interest in any grievance proceeding will be discriminated against because
12 of their use of the grievance procedure.
13

14 **Section 15.2.5.6.**

15 The Association reserves the right, upon recommendation of the executive committee,
16 to pursue grievances on behalf of individual employees.
17

18 **Section 15.2.5.7.**

19 Grievance investigation and handling will not interfere with work schedules whenever
20 possible.
21

22 **ARTICLE XVI**

23 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

24 **Section 16.1. Probation.**

25 Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays
26 within a job classification following the hire date. Probation evaluations will be given within forty-five
27 (45) workdays using the evaluation forms used by the District. During the probationary period, the
28 District may discontinue the employee’s employment at its discretion after review and discussion with
29 employee.
30
31
32

33
34 Employees in their probationary period are not eligible to transfer to a new position within their
35 classification if the transfer would cause their probationary evaluator to change. A newly hired
36 employee’s ninety (90) workday probationary status shall start over if they transfer into a different
37 classification within their probationary period.
38

39 **Section 16.1.1. Probationary Credit for Days Worked.**

40 In the event an employee has filled a regular assignment or route for thirty (30) workdays as a
41 Substitute or temporary employee and is subsequently hired as a regular employee within the
42 same job classification, the employee’s probationary period shall be reduced by the days
43 worked. The hire date shall be retroactive to the actual date the employee filled the regular
44 assignment.
45

46 **Section 16.1.2. Trial Period.**

47 Employees who change positions as defined by Schedule A within the bargaining unit shall
48 have twenty (20) workdays on-the-job “trial period”. If, at the end of the twenty (20) day period



1 the District deems the employee unqualified to meet the job requirements, the employee shall
2 be returned to their former position. The employee reserves the right to return to their former
3 position within twenty (20) workdays.
4

5 **Section 16.2. Seniority.**

6 The seniority of an employee within the total bargaining unit shall be established as of the date on
7 which the employee began continuous daily employment as a regular employee (hereinafter referred to
8 as the “hire date”) unless such seniority shall be lost as hereinafter provided. If two (2) or more
9 employees are hired on the same day, the seniority position will be decided by a drawing of lots.
10

11 If an employee leaves the bargaining unit to go to an exempt position, they must return within twelve
12 (12) months to retain seniority in the classification they left.
13

14 When employees change from one classification to another within the bargaining unit, they shall retain
15 their seniority rights within their former classification even though they have acquired a new hire date
16 in their new classification. Seniority rights shall accrue only when an employee is actively working
17 within a classification.
18

19 **Section 16.2.1. Promotions and Transfers.**

20 In all cases of voluntary transfer to new or open positions within classification, A and B below
21 apply. When a current employee applies for new or open positions outside of their
22 classification, A and C below apply:
23

- 24 A. Qualifications, performance and ability.
- 25 B. Seniority in the classification unit.
- 26 C. Length of continuous service with the District.
27

28 Where factor A is substantially equal among employees, then factor B will govern. The District
29 will consider all eligible applications, as described above, from District employees before
30 considering external applicants. Those employees meeting the minimum qualifications
31 specified in the job position will be granted an interview. Following the interview, the
32 candidate may be assigned to the position, placed in the final interview with outside candidates,
33 or rejected from further consideration. The District, upon request, will notify affected
34 employees in writing of its reasons why they were not selected.
35

36 Employees who are on a leave of absence for any reason (i.e., medical leave, leave without pay,
37 industrial insurance leave, etc.) shall not be considered eligible to bid on or transfer to any open
38 positions within the unit until they have formally returned to work.
39

40 **Section 16.2.2. Posting Increases/Decreases.**

41 Positions with an increase in daily hours of work of sixty (60) minutes or less, or a decrease of
42 thirty (30) minutes or less for pay purposes, within a given school year, shall not be considered
43 open and shall not be posted.
44

45 Food Service and Transportation employees will be an exception, these employees with a
46 change (increase or decrease) in hours of work of thirty (30) minutes or less for pay purposes,
47 in a given school year, will not be considered open and shall not have to be posted.
48

1 In one (1) school year a classification employees' work hours may be increased according to
2 the criteria listed above. This will be done on a department/building basis; the senior
3 classification employee who is qualified and can fit extra time into their schedule will be
4 awarded the available time. The least senior classification employee in the department/
5 building, whose schedule can be reduced, may be cut up to thirty (30) minutes.
6

7 If the department/building should find it necessary to reduce its total staffing hours or if a
8 program is cut and/or deleted, it is the intent to eliminate a total position rather than reducing
9 several positions on a piece meal basis.
10

11 **Section 16.2.3. Shift Selection and Overtime Assignment.**

12 The employee with the greatest seniority will have preferential rights regarding shift selection,
13 and overtime, provided they are eligible, capable and qualified for such. Assignment of
14 overtime will be subject to the following order:
15

- 16 A. In building within classification on a rotation basis;
- 17 B. District wide by classification;
- 18 C. Substitute.

19 **Section 16.2.4. Loss of Seniority.**

20 The seniority of an employee shall be lost for the following reasons:
21
22

- 23 A. Resignation.
- 24 B. Discharge for sufficient cause.
- 25 C. Retirement.
- 26 D. Employment in an exempt position for twelve (12) months or more (see Section 16.2.
27 Seniority).
28

29 **Section 16.2.5. Seniority.**

30 The seniority of an employee shall not be lost for the following reasons, without limitation:
31

- 32 A. Time lost by reason of industrial accident or industrial illness or jury duty.
- 33
- 34 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
35 United States.
- 36
- 37 C. Time spent on authorized leaves; except as noted in Article XI, Section 11.7.
- 38
- 39 D. Time spent in layoff status, unless layoff exceeds twenty-four (24) months. After
40 twenty-four (24) months seniority will not accrue.
41

42 **Section 16.3. Transfer of Previous Experience.**

43 New employees who have previous classified experience in school districts within the State of
44 Washington will be hired in compliance with RCW 28A.400.300. Seniority is not transferable.
45

46 **Section 16.3.1. Other Experience.**

47 Any new hire previously employed outside East Valley School District who is hired to perform
48 work similar to that in which they were previously engaged may be granted experience credit

1 towards placement on Schedule A. The District shall inform the Association salary placement
2 for all newly hired employees.

3
4 *The *longevity* of an employee shall be established by the date on which the employee began
5 continuous daily employment as a regular employee in the District.

6
7 *The *seniority* of an employee shall be established by the date on which the employee began
8 continuous daily employment as a regular employee in the bargaining unit classification.

9
10 **Section 16.4. Notice of Opening.**

11 When a new or vacated position is open in any classification, notice will be posted for a minimum of
12 five (5) workdays. Notification of all openings will be automatically sent via email to all District
13 employees once a position is posted on the District website. The announcement will include the closing
14 date by which the employee must have completed the application process. Should there be a need to
15 process the opening in a shorter amount of time, the District will contact the Chapter President for
16 approval.

17
18 In-classification vacancies for Custodial, ECEAP, Nutrition Services, Secretarial, and Transportation
19 departments, the notice will be announced in writing to all relevant classification staff members who
20 will have the first right to bid on open positions in order of seniority. The announcement will include a
21 closing date, not to exceed five (5) workdays, by which the employee must have submitted written
22 interest. Promotions and other transfers will be offered in accordance with Section 16.2.1. of this
23 agreement.

24
25 If interviews are granted, all qualified employees will be guaranteed an interview for the posted
26 vacancies and first consideration will be given.

27
28 **Section 16.4.1. Temporary and Substitute Positions.**

29 A "temporary position" is one that is a new or an existing position that is filled for a limited
30 period of time. Should that period of time exceed thirty (30) workdays in a sixty (60) calendar
31 day period, then that position must be considered a regular position. As a regular position, it
32 will be posted for bid, and subject to all terms of the contract.

33
34 Substituting for a regular employee on an approved medical leave does not qualify for
35 temporary status. Substituting for a regular employee on an approved, non-medically related
36 leave of absence may qualify for temporary status should that absence exceed thirty (30)
37 workdays in a sixty (60) calendar day period.

38
39 **Section 16.4.2. Seasonal Work/Summer School.**

40 Seasonal work/summer school positions are to be excluded from the above agreement.
41 Qualified employees who work the school year only will have preferential seniority rights for
42 seasonal work/summer school positions.

43
44 Summer Food Service Program positions will be posted to all Nutrition Services staff each year
45 and will be awarded based on seniority. Each Summer Food Service position will be filled for
46 the current summer only. If the positions are not filled by Nutrition Services staff, they will
47 then be open to all current EVSD classified employees and awarded to those holding a current
48 Food Handler's Permit, based on district seniority.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

Section 16.5. Layoff and Recall.

In the event of layoff, the District will first meet and confer with the Association.

Section 16.5.1. Position Displacement.

In the event a position displacement is caused by, but not limited to, a layoff, position elimination, exercise of seniority rights, a reduction of hours below insurance and retirement eligibility, or a reduction in hours beyond the limits of Article XVI, Section 16.2.2, the following criteria shall be utilized:

- A. A displaced classification employee may elect to remain in the same position in the event that the position is still available; or
- B. A displaced classification employee will start at the bottom of their specific classification seniority list and select the least senior employee who is comparable in hours, salary schedule, days (equal days = within five (5) days more or less), and if applicable, specific job duties determined by grade level and program. The classification employee will be awarded a position as close in hours, rate of pay, and days as feasible; or
- C. The classification employee may bump a position as close in hours, within thirty (30) minutes more or less than their previous total hours as feasible; or
- D. The displaced classification employee may take the least senior position with less hours and days within the general job classification; or
- E. If no position comparable in hours, salary schedule and days are available, the displaced classification employee will remain on the displacement list until a position of comparable hours, salary schedule, and days becomes available. Such displaced classification employees shall have priority pursuant to Article XVI, Section 16.5.2 in being awarded a substantially equal position until all displaced employees are returned to work.
- F. For the purpose of this Section, substantially equal means up to thirty (30) minutes more or less than the employee’s previous assignment.

The Association will be notified in writing of all displaced classification employees and the position which were eliminated.

Section 16.5.2. Reemployment List.

In the event of a layoff, the employee so affected shall be placed on a reemployment list maintained by the District according to seniority. If the employee is on layoff and new or open positions are posted, current employees will have priority. Employees on layoff status will have priority over non-employees in filling open and new positions, provided the employee is qualified. Names shall be maintained on the reemployment list for two (2) years. After two (2) years, the employee shall, on a yearly basis, but no later than June 30, be required to file a written notice requesting to remain on the reemployment list (not to exceed four [4] years total).



1
2 Employees in layoff status who return to the workforce as a Substitute will be paid at the Step 1
3 hourly rate of pay.

4
5 Individuals whose names are on the reemployment list who elect to accept a position with the
6 District which is substantially less than the position previously held, shall remain an active
7 name on the reemployment list.

8
9 **Section 16.5.3. Address Changes.**

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

15
16 **Section 16.5.4. Reemployment Offer.**

17 An employee shall forfeit all rights of reemployment as provided in Section 16.5.2 if the
18 employee does not comply with the requirement of Section 16.5.3, or if the employee does not
19 accept the offer of reemployment within five (5) workdays from the date of such offer. If a
20 classification employee turns down an offered position, the District is under no further
21 obligation. Following the rejection of a substantially equal position, the employee waives their
22 rights to further employment with the District.

23
24 **Section 16.5.5. Voluntary Resignation.**

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

28
29
30 **ARTICLE XVII**

31
32 **COMPLETE AGREEMENT**

33
34 **Section 17.1. Agreement.**

35 The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties, and
36 no oral statement shall add to or supersede any of its provisions. The parties acknowledge that during
37 the bargaining which preceded this Agreement, each had the unlimited right and opportunity to make
38 demands and proposals with respect to any subject or matter not removed by law from the area of
39 collective bargaining and that the understandings and agreements arrived at by the parties, after
40 exercise of that right and opportunity, are set forth in this Agreement.

41
42 Therefore, the District and the Association, for the life of this agreement, each voluntarily and
43 unqualifiedly waive this right and each agrees that the other shall not be obligated to bargain
44 collectively with respect to any subject or matter referred to or covered in this Agreement, or with
45 respect to any subject or matter not specifically referred to or not settled during bargaining, even
46 though such subject matter may not have been within the knowledge or contemplation of either or both
47 of the parties at the time they bargained or signed this Agreement. Such matters shall not be subject to
48 the grievance procedure.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XVIII

TERMS AND CONDITIONS OF THIS AGREEMENT

Section 18.1. Duration.

Duration of this Agreement shall be from September 1, 2024, to August 31, 2027. Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVIII, Section 18.2.

Section 18.1.1. Retroactive.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 18.1.2. Retroactive Pay Process.

Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible and in any case not later than the second regular payday.

In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.1, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case not later than the second regular payday.

Section 18.1.3. Schedule A Applicability.

Schedule A rates will be applied on September 1 of each contract year provided, the employee has worked a minimum of ninety (90) days in the previous year.

Section 18.1.4. Direct Deposit.

Payroll checks will be direct deposited to the financial institution of the employee's choice.

Section 18.1.5. Summer School Pay.

Summer School work will be paid at the appropriate Schedule A rate of pay.

Section 18.2. Reopeners.

This Agreement may be reopened at any time during its effective term upon consent of both parties. All requests shall be written and specific times proposed for consideration, as well as the rationale for such opening.

- Term of contract: 2024 - 2027
 - Increase all classifications on Schedule A by 4.7% for the 2024-2025 school year
 - 2025-2026 - Schedule A reopener
 - 2026-2027 – Schedule A plus one language item from both parties

Section 18.3. Conformity to Law.

This Agreement shall be subordinate to federal and state laws not existing or hereinafter enacted. If any provision of this Agreement is contrary to law, such provision shall have effect only to the extent permitted by law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XIX

NO STRIKE / NO LOCKOUT

Section 19.1. No Strike.

The Association agrees that, during the life of this Agreement, it will not cause, authorize, condone, sanction, or take part in any strike, walkout, work stoppage, withholding of services for any reason, or other work interference.

In the event of a strike, work stoppage, withholding of service for any reason, or interference by employees with the District's operation, the President of the Association shall, within twenty-four (24) hours, publicly disavow such strike or work interference and formally request the employees to return to work and attempt to bring about prompt resumption of normal school operations. Such requests shall be made in writing, with a copy supplied to the District. The Association shall notify the District within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with this Section.

Section 19.2. No Lockout.

The District agrees that during the life of this Agreement there shall be no lockout of employees for any reason.



1
2
3
4
5
6
7
8
9
10
11
12
13
14 **SIGNATURE PAGE**
15
16
17
18
19
20
21
22
23
24
25
26
27

28 PUBLIC SCHOOL EMPLOYEES OF
29 WASHINGTON / SEIU LOCAL 1948

30 EAST VALLEY (SPOKANE) CHAPTER

31
32
33
34 BY: /e-signed by Amy Dollar/
35 Amy Dollar, Chapter President

36
37
38 DATE: 11/21/24
39
40
41
42
43
44
45
46
47
48

EAST VALLEY SCHOOL DISTRICT #361

BY: /e-signed by Jane Stencel/
Jane Stencel, Director of Human Resources

DATE: 11/21/24



SCHEDULE A 2024-2025
EAST VALLEY SCHOOL DISTRICT #361
SEPTEMBER 1, 2024 - AUGUST 31, 2025

CUSTODIANS						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodial Liaison	\$24.91	\$25.77	\$26.65	\$27.56	\$28.50	\$29.47
Lead Custodian (HS)	\$24.34	\$25.16	\$25.99	\$26.87	\$27.77	\$28.72
Lead Custodian	\$23.82	\$24.63	\$25.46	\$26.33	\$27.25	\$28.19
Night Foreman	\$23.82	\$24.63	\$25.46	\$26.33	\$27.25	\$28.19
Custodian	\$20.91	\$21.62	\$22.35	\$23.12	\$23.92	\$24.73
NUTRITION SERVICE						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Kitchen Manager (HS)	\$20.67	\$21.33	\$22.09	\$22.85	\$23.61	\$24.42
Kitchen Manager	\$19.29	\$19.91	\$20.57	\$21.25	\$21.98	\$22.70
Assistant Cook	\$17.68	\$18.28	\$18.91	\$19.55	\$20.21	\$20.89
PARAEDUCATORS						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Behavior Tech	\$29.32	\$30.33	\$31.38	\$32.46	\$33.58	\$34.73
Sign Language Interpreter, Vision Impaired (With passage of required certification)	\$23.82	\$24.61	\$25.45	\$26.30	\$27.18	\$28.09
Vision Impaired	\$22.76	\$23.55	\$24.40	\$25.23	\$26.11	\$27.03
Library / Media Technician	\$20.55	\$21.16	\$21.78	\$22.46	\$23.13	\$23.84
OTA/PTA/Instructional Technology	\$19.05	\$19.66	\$20.28	\$20.96	\$21.63	\$22.34
Building Supervision, Cashier In-School Suspension, Instructional, Library, Office, Therapy Support, Title/LAP, Special Education (RR)	\$18.55	\$19.16	\$19.78	\$20.46	\$21.13	\$21.84
Special Education, DI/BI Paraeducator	One Dollar fifty cents (\$1.50) per hour added to rate of pay per section 9.3					
Paraeducator General Certificate	\$0.50 will be added to rate of pay once Para cert is obtained per CBA					
MAINTENANCE						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
HVAC, Journeyman Electrician, Journeyman Plumber	\$29.14	\$30.13	\$31.18	\$32.24	\$33.36	\$34.49
Maintenance Specialist	\$26.69	\$27.59	\$28.53	\$29.47	\$30.48	\$31.49
Maintenance Assistant, Grounds Assistant	\$24.00	\$24.76	\$25.57	\$26.36	\$27.21	\$28.08
SECRETARIAL/CLERICAL						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Secretary/Bookkeeper	\$22.53	\$23.32	\$24.09	\$24.93	\$25.79	\$26.66
Receptionist	\$20.00	\$20.70	\$21.38	\$22.11	\$22.88	\$23.63



SCHEDULE A 24-25, Continued
 EAST VALLEY SCHOOL DISTRICT #361
 SEPTEMBER 1, 2024 - AUGUST 31, 2025

TRANSPORTATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lead Mechanic	\$30.26	\$31.28	\$32.36	\$33.45	\$34.61	\$35.79
Mechanic	\$26.27	\$27.16	\$28.08	\$29.06	\$30.06	\$31.07
Router	\$24.18	\$25.02	\$25.88	\$26.77	\$27.69	\$29.36
Bus Driver	\$23.64	\$24.47	\$25.29	\$26.15	\$27.06	\$27.99
Vehicle Service Assistant	\$23.64	\$24.47	\$25.29	\$26.15	\$27.06	\$27.99
Transportation Specialist	\$23.35	\$24.18	\$24.98	\$25.86	\$26.74	\$28.01
Warehouse	\$22.76	\$23.56	\$24.35	\$25.19	\$26.05	\$26.93
Courier, Warehouse Assist., Van Driver (Non-CDL)	\$21.77	\$22.53	\$23.29	\$24.08	\$24.89	\$25.72
Transportation Assistant	\$18.12	\$18.73	\$19.35	\$20.03	\$20.70	\$21.41
Trans. Asst. Trainer	Two dollars (\$2.00) per hour added to rate of pay during training time.					
Driver Trainer	Three dollars (\$3.00) per hour added to rate of pay during training time.					
TECHNICAL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Print Shop Operator	\$24.34	\$25.17	\$26.02	\$26.91	\$27.83	\$28.78
SECURITY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Campus Supervisor	\$24.90	\$25.75	\$26.64	\$27.55	\$28.47	\$29.46
HEALTH SERVICE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
RN & BSN	\$34.08	\$35.25	\$36.47	\$37.73	\$39.04	\$40.36
LPN	\$24.97	\$25.84	\$26.69	\$27.61	\$28.54	\$29.56
Health Room Assistant	\$19.11	\$19.73	\$20.33	\$21.01	\$21.68	\$22.38
ECEAP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Family Service Coordinator	\$27.19	\$28.25	\$29.64	\$31.09	\$32.93	\$35.02
Lead Teacher	\$26.30	\$27.33	\$28.55	\$29.67	\$30.90	\$32.35
Assistant Teacher I	\$21.13	\$21.90	\$22.70	\$23.54	\$24.40	\$25.41
Assistant Teacher II	\$17.82	\$18.51	\$19.28	\$20.07	\$20.85	\$21.63

1. Longevity Pay:
 Upon completion of ten (10) years of service add fifty (\$0.50) cents per hour.
 Upon completion of fifteen (15) years of service add fifty (\$0.50) cents per hour.
 Upon completion of twenty (20) years of service add fifty (\$0.50) cents per hour.
 Upon completion of twenty five (25) years of service add fifty (\$0.50) cents per hour.
 Upon completion of thirty (30) years of service add fifty (\$0.50) cents per hour.
 Upon completion of thirty five (35) years of service add fifty (\$0.50) cents per hour.
2. Any shift where fifty percent (50%) or more of the shift is after 11:00 p.m., the entire shift will receive an additional twenty-five cents (\$0.25) per hour.



1 **LETTER OF AGREEMENT**

2
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN
4 PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, EAST VALLEY
5 (SPOKANE) CHAPTER AND THE EAST VALLEY SCHOOL DISTRICT #361 PURSUANT TO
6 ARTICLE XVIII, SECTION 18.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
7

8
9 The parties agree to the following:
10

11 **Section 9.1. Paraeducator Bid.**

12 Beginning March 1 of each school year, the District will hold Paraeducator positions to create a job
13 pool for paraeducators. All paraeducator vacancies created due to retirement or resignation will be
14 available at the annual Paraeducator Bid held in June of each school year. Paraeducators will have the
15 opportunity to view all positions held in the job pool no later than the 10th of June of each school year,
16 in preparation for the bid. All current, qualified Paraeducators may attend the Paraeducator Bid and bid
17 on open positions in order of seniority. Paraeducators not qualified for bid include those on plans of
18 improvement or a leave of absence. Paraeducators whose schedule have been reduced by more than
19 thirty (30) minutes per day for the subsequent school year and who elect not to remain in the same
20 position, may attend the annual Paraeducator Bid prior to being considered displaced. Positions that
21 remain open following the annual bid will be posted for external candidates only. Such positions will
22 be identified within the job posting.
23

24
25
26 All paraeducator vacancies created after March 1 will be posted and filled on a temporary basis should
27 that vacancy exceed thirty consecutive (30) workdays.
28
29
30
31
32
33

34 This Letter of Agreement is effective immediately and shall be attached to the current Collective
35 Bargaining Agreement.
36

37
38 PUBLIC SCHOOL EMPLOYEES OF
39 WASHINGTON / SEIU LOCAL 1948

40
41 EAST VALLEY CHAPTER #413

42 EAST VALLEY SCHOOL DISTRICT #361

43
44 BY: */e-signed by Amy Dollar/*
45 Amy Dollar, Chapter President

46 BY: */e-signed by Jane Stencel/*
47 Jane Stencel, Director of Human Resources

48 DATE: *May 13, 2025*

DATE: *May 9, 2025*

