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3 **LETTER OF AGREEMENT**  
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5 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE  
6 FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF  
7 CENTRAL VALLEY AND THE CENTRAL VALLEY SCHOOL DISTRICT. THIS  
8 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.3  
9 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

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11 The parties agree that:

12  
13 Section 6.1.1 shall be amended to read:

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15 **ARTICLE 6**

16 **Section 6.1.1. Labor Management Meetings.** The PSE Labor Management Committee  
17 shall consist of all members of the Chapter's Executive Board who shall meet with the  
18 Superintendent of the District and his/her designated representatives on a mutually  
19 agreeable, regular basis to discuss appropriate matters.

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21 Upon the request of either party, two (2) employees from the Early Childhood Program and  
22 one (1) representative from the PSE Executive Board will meet with the Executive Director  
23 of Finance and the Coordinator of Early Childhood Programs to audit the program and  
24 discuss financial issues/resolutions.

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26 The meeting to audit the Early Childhood Program and discuss financial issues/resolutions  
27 will take place within 20 work days of the date that the written request was received by the  
28 Executive Director of Finance. The timeline may be extended by mutual agreement.

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31 Section 7.14.6 shall be added:

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33 **ARTICLE 7**

34 Section 7.14.6 Charter Buses

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

- 43 1. When available, Central Valley school buses and drivers will be used for trips  
44 within the greater inland empire, which is defined as eastern Washington,  
45 northern Idaho, northeast Oregon, and western Montana specifically Missoula and  
46 Kalispell.

2. When the trip destination is out of the greater inland empire, the selection of a yellow or charter bus shall be the choice of the individual school.
3. When a trip in the greater inland empire is funded at fifty percent (50%) of the maximum cost of the trip by parents, ASB, or students, the selection of a yellow or charter bus shall be the school's choice. On a district wide basis, charter bus transportation within the inland empire shall be used for no more than six (6) "events" during the school year. For the purposes of determining the number of "events" for which charter bus transportation is used, one or more buses traveling roundtrip to a function at a particular destination from a specific district school shall be considered a single "event"; whereas, if one or more buses travel roundtrip to that same function and destination from a different school, it shall be considered a separate "event." Further, if two separate teams or groups from the same district school travel by charter bus transportation to the same destination (e.g., boys and girls teams both qualifying for regional playoffs to be held at the same destination at the same time), it shall be considered two separate "events." Item #3 does not apply to trips to Silverwood. Trips to Silverwood will only be chartered if Item #1 applies. A yellow school bus shall be used for all events over six (6) trips in the inland empire provided that equipment and personnel are available.
4. Durham, First Student or other similar school bus operations will not be used for charter services.
5. When using a charter bus, school personnel will access carriers with a district approved carrier profile.
6. The trip approval process currently in use will continue to be used.
7. The trip request form indicates required timelines, loading, departure and return times, and whether or not a charter is approved

Section 7.4 shall be amended to read:

**Section 7.4** In the event an employee is assigned to a shift less than the full work shift previously defined in this Article, the rest periods shall be applied to continuous time not accumulated time as follows:

7½ to 8 hour work shift	30 minute lunch/2 -15 minute breaks
6 to 7¼ hour work shift	30 minute lunch/1 – 15 minute break
4¼ to 5¾ hour shift	30 minute lunch or 2 – 15 minute breaks
3¼ to 4 hour work shift	15 minute break
*3 hours and less	No break period

Break times will be scheduled with the approval of the principal/supervisor.

Continuous time is defined as less than 15 minutes between jobs.

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

1 Section 7.5 shall be amended to read:

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3 **Section 7.5** All employees, except School Assistants, shall be assigned to a shift of not less  
4 than two (2) hours. School Assistants, with the exception of Transportation Assistants, shall  
5 be assigned to a minimum of one (1) hour per day. Transportation Assistants will be  
6 assigned to a minimum of two (2) hours per day. School Assistants shall be defined as  
7 Recess/School Assistants, Bus Loading Assistants, and Crossing Guards.

8  
9 If a segment of time less than the above minimums is available, and all available employees  
10 in the building decline to increase their assignment with the additional time, the District and  
11 the Association may mutually agree to post a shift that is less than the above minimum  
12 requirements.

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15 Section 9.1.5 shall be amended to read:

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17 **ARTICLE 9**

18 **Section 9.1.5.** The District has adopted the VEBA (Sick Leave Conversion Medical  
19 Reimbursement Plan -the "Plan") pursuant to RCW 28A.400.210 and agrees to make  
20 contributions to the Plan on behalf of all retiring employees in the collective bargaining unit  
21 who are eligible to participate in the Plan by reason of having excess sick leave conversion  
22 rights. Contributions on behalf of each eligible employee shall be based on the conversion  
23 value of sick leave days accrued by such employee available for contribution at retirement in  
24 accordance with the statute. The District agrees to make contributions to the plan for the  
25 Annual Sick Leave Cash-out on behalf of all employees who have a sick leave balance of at  
26 least 180 earned days as of the first day of the contract year. Contributions on behalf of each  
27 eligible employee shall be based on the conversion value of sick leave days accrued by such  
28 employee available for contribution with the Annual Sick Leave Cash-out in accordance  
29 with the statute. Once an employee becomes eligible, the option of cash or continued  
30 accrual of sick leave days beyond 180 is not permitted. It is understood that all eligible  
31 employees will be required to sign and submit to the District a hold harmless agreement  
32 complying with the statute. This hold harmless agreement will waive any claims against the  
33 District and the bargaining unit. If an employee fails to sign and submit such agreement to  
34 the District, he/she will not be permitted to participate in the Plan at any time during the  
35 term of this Agreement, and any and all excess sick leave which in the absence of the  
36 Agreement would accrue to such employee during the term hereof shall be forfeited together  
37 with all cash-conversion rights that pertain to such excess sick leave.

38  
39 For purposes of retirement, contributions to the Plan, all employees covered by the  
40 Agreement who retire during the term hereof shall be eligible, and excess sick leave shall be  
41 defined as the unused sick leave days accruing to the credit of such employee from the date  
42 of this Agreement.

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44 This VEBA provision shall be reopened annually.

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2 Section 9.2.1.1 shall be amended to read:

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4 **Section 9.2.1.1 Unpaid Leave.** Employees are not entitled to unpaid leave; however, in  
5 unique circumstances or opportunities, employees may request time off without pay when  
6 all Personal Leave has been exhausted. Pre-approval is required. Requests for unpaid leave  
7 shall be submitted in writing to the Human Resources Department with a copy to the  
8 principal/supervisor at least two (2) weeks prior and approval shall be coordinated with the  
9 Human Resources office. The approved request form must accompany the employee's  
10 absence report.

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13 Section 9.6.1 shall be amended to read:

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15 **Section 9.6. Leave of Absence.**

16 **Section 9.6.1.** A leave of absence request will be presented to the immediate supervisor and  
17 processed through administrative channels to the Superintendent/designee; and upon  
18 approval of the Board of Directors, an employee may be granted an extended leave of  
19 absence without pay, for a period not to exceed one (1) calendar year; provided, however,  
20 that if such leave is for extended illness or injury, an additional one (1) calendar year of  
21 leave may be granted. Extended leaves may be granted for exceptional circumstances. This  
22 position will be posted and filled as per Section 10.1 of this contract.

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25 Section 11.6 shall be amended to read:

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27 **ARTICLE 11**

28 **Section 11.6.** Seniority rights shall be effective within the General Job Classification (GJC).  
29 As used in this article, General Job Classifications are: Secretarial/Clerical; Paraeducators;  
30 School Assistants; Nutrition Services; Transportation; Custodial; Maintenance; Technical;  
31 ECP Program; Seasonal and Summer School. Note that ECP seniority shall first be  
32 effective within the Sub Specific Job Classification (SSJC), then within the Specific Job  
33 Classification (SJC) and then in the General Job Classification (GJC). Seniority for the  
34 Transportation Classification will be first within the Specific Job Classification(SJC), then  
35 within the General Job Classification (GJC).

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38 Section 12.3.1 shall be amended to read:

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40 **ARTICLE 12**

41 **Section 12.3.1.** For the purpose of implementation of the Article, General Job Classification  
42 (GJC), Specific Job Classification (SJC), and Sub-Specific Job Classification (SSJC) shall  
43 be defined as follows:

1 \*GJC SEASONAL

- 2
- 3 SJC I Painter Assistant
- 4
- 5 SJC II HVAC Assistant
- 6
- 7 SJC III Warehouse Assistant
- 8
- 9 SJC IV Groundskeeper Assistant
- 10
- 11 SJC V Motor Pool Assistant
- 12
- 13 SJC VI Print Room Helper
- 14

15 \*GJC SUMMER SCHOOL

- 16
- 17 SJC I Paraeducator
- 18
- 19 SJC II Head Secretary
- 20
- 21 SJC III Assistant Secretary

22 *\*Also update titles on Schedule A*

23

24

25 Section 15.1.5 shall be added:

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27 **ARTICLE 15**

28 New Section 15.1.5 Resignation/Retirement. In order to permit proper staff planning and to  
29 minimize inconvenience to others who may be affected, staff who plan to resign/retire at the  
30 end of their work year are requested to notify the Human Resources Department of their  
31 resignation or retirement by April 1 but no later than thirty (30) days prior to their last  
32 working day.

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35 Section 16.1.1 shall be amended to read:

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37 **ARTICLE 16**

38 **Section 16.1.1. Grandfathered Benefit Employee.** Those employees who were receiving  
39 benefits as of August, 1982. Effective October 1, 2009, the District shall provide up to  
40 \$745.00 per month per FTE for each employee who works three and one-half (3½) hours or  
41 more per day (630-840 hours prorated on 840 hours; 840 hours or more shall receive full  
42 benefits) or their individual hours are not changed from 1981-82 level of District  
43 contribution, whichever is greater, provided their individual hours are not changed from  
44 1981-82, and the employee is enrolled in District approved insurance programs. (All  
45 existing programs shall be considered as District approved unless mutually agreed

1 otherwise.) If an employee is not currently receiving benefits they will not receive  
2 benefits in the summer.

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4 This section does not apply to Early Childhood Program employees.

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7 Section 16.1.2 shall be amended to read:

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9 **Section 16.1.2. "New Employee Benefit."** An employee who did not qualify for benefits  
10 as of August, 1982, and who is initially qualifying for benefits, shall receive, effective  
11 October 1, 2009, \$745.00 per month per FTE at three and one-half (3½) hours or more per  
12 day prorated on 1,440 hours. An employee working 1,440 or more shall receive full  
13 benefits. If an employee is not currently receiving benefits they will not receive benefits in  
14 the summer.

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17 This letter of agreement shall become effective as of September 1, 2009 and shall remain in  
18 effect until August 31, 2010 and shall be attached to the collective bargaining agreement.

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22 BY: \_\_\_\_\_ signed by \_\_\_\_\_  
23 Jeff Cross, Chapter President

BY: \_\_\_\_\_ signed by \_\_\_\_\_  
Cindy McMullen, Board President

24  
25  
26  
27  
28 DATE: 9/28/09

DATE: 9/28/09