

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CENTRAL VALLEY SCHOOL DISTRICT #356

AND

PUBLIC SCHOOL EMPLOYEES OF CENTRAL VALLEY

SEPTEMBER 1, 2008 - AUGUST 31, 2011

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P R E A M B L E

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

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, 1.4.1 and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3. Descriptions for all positions subject to this Agreement are available in the Human Resources Office and will be posted online at (www.cvsd.org). Modification of existing positions, or the creation of new positions, shall require opening of this Agreement pursuant to Article XXI, Section 21.3 for the establishment or alteration of an appropriate wage rate.

Section 1.4. The bargaining unit to which this Agreement is applicable is as follows: All classified employees of the Central Valley School District in the following classifications: Secretarial/Clerical, Paraeducators, School Assistants, Technical, Nutrition Services, Transportation, Custodial, Maintenance, Early Childhood Program, Seasonal and Summer School employees; exclusive of the Supervisors of Transportation, Maintenance, and Nutrition Services, Director of Facilities and Operations, Executive Director of Finance, Purchasing Agent, Business Manager, Accounting Managers, Security Resource Officers, Manager of MIS, Theater Managers, Coordinator of ECP, Warehouse Supervisor, Transportation Training Supervisor, Classified Personnel Specialist, Certificated Personnel Specialist, Administrative Personnel Secretary, Secretary/Administrative Assistant to the Superintendent and Network/Server Managers.

Section 1.4.1. Substitute employees doing bargaining unit work who work more than one-sixth (1/6th) of a normal academic year in any twelve (12) month period and continue to be available for work, shall be subject to Article I, Article II and Article IV of this Collective Bargaining Agreement. Wages and benefits will be provided according to District policy.

Section 1.4.2. A substitute employee is defined as an individual who temporarily replaces a current employee absent from a regularly posted position; this placement will extend for as long as the current employee is unable to return to work. If a current employee is placed in this substitute position, s/he will be paid in accordance with section 7.7; if an individual from the substitute list serves in this position, s/he will receive substitute wages and will not receive benefits.

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ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1. District management officials retain the right to:

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

Section 2.2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. It is agreed that all employees subject to this Agreement shall have the right and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.

1 **Section 3.3.** Employees of the unit subject to this Agreement have the right to have Association
2 representation at meetings between themselves and supervisors or other representatives of the District as
3 hereinafter provided in Articles XIV and XIX.
4

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

11 **Section 3.4.** As reflected in law, neither the District nor the Association shall discriminate against any
12 employee subject to this Agreement on the basis of race, creed, color, sex, religion, age, marital status or
13 because of a disability with respect to a position, the duties of which may be performed efficiently by an
14 individual without danger to the health or safety of a person with a disability or others.
15

16 **Section 3.5.** Night shift employees shall be allowed to attend four (4) chapter meetings per year during
17 their work shift, provided the time is made up and/or shift is completed.
18

19 **Section 3.6. Personnel Files.**
20

21 A – Personnel Files

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

36 B – Medical Files

- 37 • Confidential medical information will be kept in separate, confidential medical files, which will be
38 maintained in a secure location with limited access consistent with applicable laws.
- 39 • By prior appointment an employee shall have the opportunity to review the contents of his/her
40 medical file and copy, at the employee’s expense, materials within the file.
41

42 C – Supervisor Files

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

D – Other Materials

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

E – Applicability of Public Disclosure Laws

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

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

Section 3.7. Evaluations. Each employee shall have an evaluation of job performance at least once annually. Issues contained in the formal evaluation which reflect negative or substandard job performance by the employee will be issues that have been previously discussed with that employee by the supervisor. To allow the employee sufficient time to improve performance, it is expected that job performance concerns will be discussed with the employee at the earliest possible time but no later than fifteen (15) workdays after the time when it first comes to the attention of the supervisor. The formal written annual evaluation shall be placed in the personnel file and shall be discussed at a joint conference between the supervisor and the employee. A copy of the formal evaluation shall be provided to the employee at the evaluation conference. Employees shall have the right to attach a written response to the evaluation provided such attachment is submitted within ten (10) workdays of receipt of the evaluation copy. The written attachment shall be signed by both the supervisor and the employee.

Section 3.8. Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330 (2) (a,b) shall be provided the training and right of refusal as described in the respective code and District Policy #3415.

Section 3.9. Employees assigned duties for a student requiring catheterization under the parameters of RCW 28A.210.280 shall be provided the training and right of refusal as described in the respective code and District Policy #3417.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. The Association shall be promptly notified by the District of any grievances or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Article contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case. It shall be the obligation of the Association to insure employees properly comply with the grievance procedures of this Agreement.

Section 4.2. The names of employees in the respective units shall be provided annually in September to the President of the Association, and updated monthly as changes occur. The Association shall describe to each new employee his/her rights under the Public Employees Collective Bargaining Act of 1967 and subsequent amendments thereto, and shall provide such employee with a copy of this Agreement.

The District shall provide the PSE of Washington with a list of current employees for the purpose of remittance as reflected in Section 18.6.

Section 4.3. The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.

Section 4.4. The District shall provide a bulletin board space at each work site for the use of the Association. The Association shall have the right to post notices of activities and matters of Association concern on these bulletin boards. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no distribution or posting of information, pamphlets or advertisements for or against federal, state or local political matters on District property.

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

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

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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND BARGAINING

Section 5.1. It is agreed and understood that matters appropriate for consultation and bargaining between the District and the Association are salaries, hours, grievance procedures, and matters affecting general working conditions of employees in the units subject to this Agreement.

Section 5.2. It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.

ARTICLE VI

COLLABORATIVE BARGAINING MEETINGS AND VISITATION RIGHTS

Section 6.1. The Association shall designate a Collaborative Bargaining Committee to be selected by the Association who shall meet with the Superintendent of the District or his/her designated representative(s) on a mutually agreeable regular basis to discuss appropriate matters.

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

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

Section 6.2. Visitation rights shall be granted to the designated representative of the Public School Employees of Washington to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data, as long as it does not disrupt normal school activities. The visiting delegate shall notify the Building Principal of his/her arrival.

Section 6.3. Association Leave and Release Time. Classified employees who are duly authorized by the Association and who are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or other meetings relating to matters between the District and the Association shall suffer no loss of pay for attendance at said meetings.

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

Section 6.3.1. Release time for Central Valley PSE members requested by the Public School Employees of Washington State organization may be granted to the employee. All costs associated with the employee's absence will be reimbursed by PSE of Washington. Request for release time will be handled through the Director of Human Resources.

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ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

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

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

Section 7.2. Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of ten (10) workdays; provided, however, this notice may be waived by the employee. This section shall not apply in times of emergency. Shifts may be temporarily altered upon mutual agreement among supervisor, employee and District.

Section 7.2.1. Early Childhood Program. Each employee shall be assigned to a definite and regular shift and workweek. However, shifts may be altered by the supervisor on short notice due to participant attendance. Early Childhood Program employees may be sent home without prior notice due to the number of children in attendance on any given day or shift. If an employee reports to work and finds that his/her shift has been canceled prior to the employee beginning work, she/he will work one (1) hour and will be paid one (1) hour's wage. The choice of which employee will not work will be made on a perpetual rotation basis, beginning with the least senior employee; however, based on licensing requirements and program needs, the site coordinator may go out of rotation.

Section 7.3. Each full shift shall consist of eight (8) hours, including a thirty (30) minute lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3.1. Early Childhood Program Breaks: The lunch break for Early Childhood Program employees will be thirty (30) minutes. Rest breaks will be ten (10) minutes.

1 **Section 7.4.** In the event an employee is assigned to a shift less than the full work shift previously defined
2 in this Article, the rest periods should be as follows:

3		
4	7½ to 8 hour work shift	60 minute rest/lunch break
5	6 to 7¼ hour work shift	45 minute rest/lunch break
6	4¼ to 5¾ hour shift	30 minute rest/lunch break
7	3¼ to 4 hour work shift	15 minute rest/lunch break
8	*3 hours and less	No break period
9		

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

12
13 **Section 7.4.1. Early Childhood Program.** The following schedule shall be used in calculating the
14 breaks for Early Childhood Program employees:

15		
16	3½ hours or less	No break period
17	3½ to 4½ hours	10 minutes break
18	5 hours	40 minutes for breaks (total)
19	6½ to 7 hours	50 minutes for breaks (total)
20	8 hours	50 minutes for breaks (total)
21		

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

27
28 **Section 7.6.** Employees required to work through their regular lunch periods shall be given time to eat at
29 a time agreed upon by the employee and supervisor. In the event the District requires an employee to
30 forego a lunch period and the employee works the entire shift, including the lunch period, the employee
31 shall be compensated for the foregone lunch period at overtime rates.

32
33 **Section 7.7.** An employee may elect to be in the District's substitute pool in categories for which s/he is
34 qualified. An employee may accept substitute assignments that do not interfere with the performance of
35 his/her permanent position. Fulfilling the permanent position is the employee's primary responsibility and
36 takes precedence over accepting a substitute assignment. In no event may an employee accept a substitute
37 position that would put him/her in overtime status. An employee who accepts a substitute assignment in
38 his/her General Job Classification shall receive the Schedule A rate of pay at his/her experience placement
39 for that position. An employee who accepts a substitute assignment out of his/her General Job
40 Classification shall receive the Schedule A "Regular" rate of pay for that position.

41
42 **Section 7.7.1.** In the event an employee is requested to work in a substitute or temporary assignment in
43 lieu of his/her regular assignment, he/she shall be paid according to Section 7.7 or his/her current rate,
44 whichever is higher.

45
46 An Early Childhood Program employee who is asked to start before or stay beyond his/her scheduled
47 workday due to ratio compliance issues will be compensated at his/her current rate of pay. These
48 additional hours will be reflected on the employee's regular time sheet as extra time.

1 **Section 7.8.** In the event of an unusual school closure due to inclement weather, plant inoperation, or the
2 like, the District will make every effort to notify each employee to refrain from coming to work.
3 Employees reporting to work shall receive a minimum of two (2) hours pay at current rate in the event of
4 such a closure; provided, however, no employee shall be entitled to any such compensation in the event of
5 actual notification by the District of the closure prior to leaving home for work.
6

7 **Section 7.9.** Employees called back to work on a regular workday or called back to work on Saturday or
8 Sunday shall receive no less than two (2) hours pay at the appropriate rate. This applies only to
9 employees who are asked to return to their work site or another work site in the district. This section does
10 not apply to a phone call from the employee's supervisor.
11

12 **Section 7.10.** A central kitchen is defined as a kitchen that prepares food for five (5) or more satellite
13 schools. The central kitchen shall have a lead cook; the central kitchen shall have one cook in addition to
14 the lead cook.
15

16 **Section 7.11.** Employees who are required to work a regular work shift, wherein four (4) hours or more
17 of that shift occur after the hour of 12:00 Midnight, shall receive, in addition to their regular pay, a shift
18 differential as noted on Schedule A.
19

20 **Section 7.12. Overtime.** Time and one-half shall be paid all classified employees who work in excess of
21 eight (8) hours in one day or forty (40) hours per week, including time and one-half for all Saturday work,
22 and double time and one-half for Sunday. Holiday rates as hereinafter specifically stated in section 8.1.3.
23 All overtime shall be pre-approved by building/department supervisor. The workweek schedule shall not
24 be altered to avoid paying overtime.
25

26 **Section 7.12.1. Overtime - Early Childhood Program.** Early Childhood Program employees will be
27 paid straight time for all hours worked up to forty (40) in one week. Hours over forty (40) will be paid at
28 time and one-half at the appropriate rate.
29

30 **Section 7.13. Compensatory Time.** Compensatory time in lieu of overtime pay must be pre-approved
31 by the immediate supervisor except in emergency situations where the supervisor cannot be reached.
32 Compensatory time may be authorized under the following conditions:
33

- 34 1. Compensatory time shall be computed at the rate of one and one-half (1½) hours compensatory
35 time for each one (1) hour of overtime worked. Compensatory time shall be calculated in
36 accordance with 7.12 and 7.12.1.
37
- 38 2. No employee shall be compelled to take compensatory time in lieu of overtime pay.
39
- 40 3. Compensatory time may be accumulated to a maximum of twenty (20) hours and must be used
41 within thirty (30) workdays of the accrual, which may be extended upon mutual agreement
42 between the employee and the Assistant Superintendent.
43

44 **Section 7.14. Transportation Provisions.**
45

46 **Section 7.14.1. Bus Route.** For the purpose of this Agreement, bus routes shall be defined according to
47 the following classifications.
48

1 **Section 7.14.1.1. Basic Route.** A Basic Route shall be defined as an AM and PM; AM only or PM only;
2 or any route driven on a daily basis i.e. Skill Center or HEART excluding extra runs. These routes shall
3 be assigned to drivers by the Supervisor of Transportation in accordance with the seniority provisions of
4 this Agreement.

5
6 **Section 7.14.1.2. Extra Runs.** Extra runs shall consist of after school late run, or a kindergarten run.
7 Non-continuous driving time (interrupted by 15 minutes or more) shall be subject to 2-hour callback for
8 drivers and transportation assistants. A driver may resign from his/her extra run and keep the basic route.
9 If a driver's extra run is dissolved, s/he may bump the least senior driver with a like extra run. Should
10 there be no driver junior to the displaced driver, s/he may bump the least senior driver with an extra run.

11
12 **Section 7.14.1.3. Open Routes.** When a Basic Route or Extra Run becomes available, it shall be deemed
13 an "open route" and shall be filled in accordance with the Seniority Provisions of this Agreement and
14 under the following requirements:

- 15 1. A Basic Route must be bid as a unit.
- 16 2. Extra Runs are to be bid separately.
- 17 3. Basic Routes and Extra Runs shall be posted for five (5) workdays before being awarded or
18 assigned.
- 19 4. Any combination of Basic Route and Extra Runs shall not exceed eight (8) hours and must be
20 combined as to affect the least possible use of time and fuel.
- 21 5. When temporary driving assignments of additional basic routes or new extra runs become
22 available prior to posting for bid, the following process will be used for the district to
23 announce the temporary assignment and for drivers to sign up:
 - 24 • A Sign-up Notice will be posted on the CVSD Web Site Intranet and/or a White Board
25 at both the LTC and the U-Center satellite within 24 hours of the assignment becoming
26 available. The assignment will be considered available when a driver, (sub or regular
27 employee) is placed behind the wheel.
 - 28 • The drivers shall have up to twenty-four (24) hours from the time the notice is posted to
29 respond to the Sign-up Notice.
 - 30 • Drivers whose current assignment conflicts with the time posted will be excluded from
31 accepting the temporary assignment.
 - 32 • The temporary assignment shall be awarded to the senior driver on the list who has time
33 available within his/her current assignment without going into overtime.

34
35 Regular drivers who accept these assignments as they occur shall be considered unavailable for extra
36 trip(s) assignment if date and time conflict with the rotation list during the period of the time open
37 route vacancy exists. Route time structures shall not exceed eight (8) hours. Trips involved shall not
38 be made up.
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1 **Section 7.14.2. Route Assignment Time.** A basic route shall consist of a morning and/or an afternoon
2 run. Hours assigned to a basic route shall include actual driving time, fifteen (15) minutes for pre-trip on
3 the AM run and rounding to the next quarter hour per Section 20.5. The PM run shall be assigned actual
4 driving time, fifteen minutes (15) for post-trip, rounding to the next quarter hour, and thirty (30) minutes
5 cleaning/servicing the bus. Any AM only route or PM only route shall consist of thirty (30) minutes for
6 pre and post-trip, rounding to the next quarter hour, and thirty (30) minutes for cleaning/servicing the bus.
7 No basic run assignment or any combination of basic run and extra run assignment shall exceed eight (8)
8 hours.

9
10 Consistent with Section 20.5, all rounding to the next quarter hour will start after five (5) minutes.

11
12 Transportation Assistant time on basic routes shall consist of actual drive time on the AM and/or PM runs
13 with each rounded to the next quarter hour per Section 20.5 plus fifteen (15) minutes office check in time.

14
15 **Section 7.14.3. Field and Activity Trips.**

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17 **Section 7.14.3.1. Assignment Procedures.** All drivers' and transportation assistants' names shall be
18 placed on all trip lists in order of seniority. Those drivers and transportation assistants not wishing to take
19 any category of trips may be removed from any list by written request. However, all drivers and
20 transportation assistants agree to take extra trips when required by overall transportation needs (i.e.,
21 excessive number of buses to parades, etc.). Trip lists shall include daytime, nighttime, weekend, *deliver
22 only, *return only, seven (7) hour and overnight.

23
24 *The deliver only and return only list is excluded from the 48-hour provision.

25
26 All trip lists shall be maintained on a continuous basis to insure a more equitable distribution of trips.

27
28 In the event that a senior driver is bypassed that driver shall be awarded the next available trip of like or
29 greater hours for which s/he is available.

30
31 Trips originating on a weekday shall be assigned not more than five (5) workdays prior to their date of
32 departure.

33
34 Trips originating on a weekend shall be assigned not more than seven (7) workdays prior to their date of
35 departure.

- 36
37 1. Drivers and transportation assistants from the trip list(s) must be available to fulfill the time
38 requirement of the extra trip(s), or other qualified driver(s) and transportation assistants may be
39 assigned to the trip. Only in the case of Special Education field trips will the transportation
40 assistants be rotated regardless of hours or shift time. In the event a day trip exceeds seven (7)
41 hours on a school day, regular drivers and transportation assistants from the appropriate list shall
42 be assigned.
- 43
44 2. Field/Activity trips shall be assigned daily by 10 a.m. A driver shall have twenty-four (24) hours
45 to accept or turn-down the trip. Trips assigned by 10 a.m. shall be accepted or turned-down by
46 10a.m. the next workday. A driver or transportation assistant who turns down (T/D) a trip shall be
47 awarded a red "T/D" on the appropriate list and shall not be awarded another trip in that category
48 until all other drivers and transportation assistants have been offered a trip. The trip turned down

1 shall go to the next driver or transportation assistant. A driver or transportation assistant not
2 available (N/A) because of another route conflict or approved leave shall be awarded an “N/A”
3 and shall also not be awarded another trip in that category until all other drivers or transportation
4 assistants have been offered a trip.
5

6 3. Any trip canceled with proper notification shall be replaced by another trip from the proper list. A
7 driver or transportation assistant not available (N/A) because of another route conflict or approved
8 leave shall be awarded an “N/A” and shall also not be awarded another trip in that category until
9 all other drivers or transportation assistants have been offered a trip.
10

11 4. Trips canceled without proper notification:
12

13 A. If a driver or transportation assistant reports on a trip (continuous time) and
14 finds the trip is canceled, the trip shall be canceled on the trip list and the next
15 available trip shall be assigned to that driver or transportation assistant. If the
16 driver or transportation assistant cannot meet the replacement trip time
17 requirement, an “N/A” (not available) shall be given.
18

19 B. If a driver or transportation assistant reports on a trip (appropriate callback)
20 and finds the trip is canceled, the driver or transportation assistant shall
21 receive appropriate pay according to Section 7.9 and be credited with the trip
22 on the appropriate list.
23

24 C. When a driver or transportation assistant is assigned a trip forty-eight (48)
25 hours or less prior to the start of the trip, the driver or transportation assistant
26 shall not be penalized by receiving a N/A (not available) for refusing the trip
27 for valid reasons. If the driver or transportation assistant turns down the trip,
28 the driver or transportation assistant will receive a green T/D (turndown).
29

30 5. Trip time for all drivers for Field/Activity trips shall begin thirty (30) minutes before pick up at the
31 school and end when the driver returns to the garage. Trip time for all transportation assistants
32 shall begin fifteen (15) minutes before pick up time at the school and end when the transportation
33 assistant arrives back at the garage. This includes fifteen (15) minutes for bus inspection and
34 warm up and fifteen (15) minutes for driving time to the school for the driver and transportation
35 assistant.
36

37 6. All drivers and transportation assistants shall be reimbursed at the established rate of hourly pay
38 for all hours worked, subject to other applicable provisions of this Agreement.
39

40 7. Drivers with less than six (6) months employment as a bus driver in the Central Valley School
41 District shall not be permitted to drive single out-of-town runs, except as determined by the
42 Supervisor of Transportation.
43

44 8. Trips shall be placed in their proper category (daytime, nighttime, weekend, deliver only, return
45 only, seven (7) hour or overnight). Any trip beginning at 4:00 p.m. or later shall be considered a
46 nighttime trip, with the exception of deliver only and return only. At time of assignment, trips
47 with the most hours shall be distributed to the senior driver on the rotation list.
48

1 9. A driver assigned to the first portion of a split Field/Activity trip on the same day shall be assigned
2 the second portion of that trip provided it is not in conflict with an existing assignment.
3

4 **Section 7.14.4.** All trips other than regular daily scheduled bus runs, excluding overnight trips, shall be
5 compensated at the employee's current hourly rate for the duration of the trip; provided, however, that bus
6 drivers shall be subject to the provisions relative to overtime hereinafter provided.
7

8 Appropriate meals shall be reimbursed at reasonable rates. Meal reimbursement will be applied using the
9 following criteria:
10

11 Drivers will be reimbursed for lunch and/or dinner for a Saturday or Sunday trip that is not a split trip if
12 the driver leaves before 11:00 A.M. or returns after 7:00 P.M. Reimbursement will be no more than \$9.00
13 for lunch and \$14.00 for dinner. Meal tickets with the restaurant name, date, time of service and items
14 purchased with total must be stamped on the receipt. No hand written receipts will be accepted. Tips
15 shall be included in the total amount for each meal.
16

17 Drivers will be reimbursed for meals that would occur during out of the county trips that are not overnight
18 and fall into lunch or dinner times (i.e. a sports trip to Clarkston). Meal reimbursement will not exceed the
19 per diem rate of \$10.00 for lunch and \$16.00 for dinner. Meal tickets with the restaurant name, date, time
20 of service and items purchased with total must be stamped on the receipt. No hand written receipts will be
21 accepted. Tips shall be included in the total amount for each meal.
22

23 Meals for overnight trips will be paid at a per diem rate of \$9.00 for breakfast, \$10.00 for lunch and
24 \$16.00 for dinner. Meals allowances will be figured according to the printed trip schedule. On the day of
25 departure breakfast will only be paid if the trip started before 6:00 A.M. On the day of return lunch will
26 be paid if the trip returns after 1:00 pm and dinner if the trip returns after 6:00 P.M. For example, a trip
27 that departed at 7:00 A.M. on Friday and returned at 10:00 P.M. on Saturday would qualify for lunch and
28 dinner on Friday and breakfast, lunch and dinner on Saturday. That would amount to \$26.00 on Friday
29 and \$35.00 for Saturday. The trip driver may request an advance prior to the trip by attaching a copy of
30 the trip ticket to the advance request and turning the request into the Transportation Supervisor. When an
31 advance is requested, no meal tickets will be required.
32

33 Week night trips, deliver/return and split trips would not qualify for meal reimbursement.
34

35 **Section 7.14.5.** On all overnight trips that occur Monday through Friday, the drivers shall be
36 compensated one hundred ninety dollars (\$190.00) for each twenty-four (24) hour period or part thereof.
37 A twenty-four (24) hour period is defined as that time running from midnight to midnight. Driver's
38 lodging and food shall be reimbursed. All overnight trips shall be assigned to regular drivers on a rotating
39 basis, provided that such drivers may have the option of rejecting such trips without any effect on their
40 extra trip assignments.
41

42 Overnight trips that include Saturday shall be compensated at two hundred eighty dollars (\$280.00) for the
43 period from midnight Friday to midnight Saturday or part thereof.
44

45 Overnight trips that include Sunday shall be compensated at four hundred sixty dollars (\$460.00) for being
46 on duty from midnight Saturday to midnight Sunday.
47
48

1 Sunday time shall be compensated based on quarters of the twenty-four (24) hour period from midnight
2 Saturday to midnight Sunday. Sunday time greater than 18 hours will be compensated at the full twenty-
3 four hour period rate. Sunday time greater than 12 hours and up to 18 hours will be compensated at three-
4 quarters of the twenty-four hour period rate (\$345.00). Sunday time that is greater than 6 hours and up to
5 12 hours will be compensated at two-quarters of the twenty-four hour period rate (\$230.00). Sunday time
6 up to 6 hours will be compensated at one-quarter of the twenty-four hour period rate (\$115.00).

7
8 **Section 7.14.6.** Drivers will be paid at their current hourly rate for attendance at all mandatory in-services
9 scheduled each year

10
11 **Section 7.14.7.** Maxi vans are exempt from extra trip assignment.
12
13
14

15 ARTICLE VIII

16 **HOLIDAYS AND VACATIONS**

17 **Section 8.1. Holidays.**

18
19
20
21 **Section 8.1.1A.** All employees, except Early Childhood Employees, shall receive the following paid
22 holidays that fall within their work year:

- | | | |
|----|---------------------------|-------------------------------|
| 23 | | |
| 24 | 1. New Year's Day | 7. Veterans' Day |
| 25 | 2. Martin Luther King Day | 8. Thanksgiving Day |
| 26 | 3. Presidents' Day | 9. Day after Thanksgiving Day |
| 27 | 4. Memorial Day | 10. Day before Christmas |
| 28 | 5. Independence Day | 11. Christmas Day |
| 29 | 6. Labor Day | |
| 30 | | |

31 **Section 8.1.1B.** Early Childhood Program employees shall receive the following paid holidays that fall
32 within their work year:

- | | | | |
|----|-------------------|-------------------------------|---------------------|
| 33 | | | |
| 34 | 1. New Year's Day | 4. The Day after Thanksgiving | 7. Labor Day |
| 35 | 2. Memorial Day | 5. Christmas Day | 8. Independence Day |
| 36 | 3. Thanksgiving | 6. Christmas Eve | 9. Veteran's Day |
| 37 | | | |

38 **Section 8.1.1C.** All Early Childhood Program sites will be closed and the following days will be
39 observed as paid workdays for childcare personnel:

- | | |
|----|---------------------------|
| 40 | |
| 41 | 1. Martin Luther King Day |
| 42 | 2. President's Day |
| 43 | |

44 Should the employee choose not to work they forfeit the pay. Negotiated leaves are not applicable.
45

46 A total of eighteen (18) hours of training time to include eight (8) hours of quarterly training will be
47 available to each employee of the Childcare Program. Training will be by mutual agreement of the
48 employee and the Coordinator of Early Childhood Programs.

1 Up to ten (10) paid training days will be available to ECEAP employees. Training days will have prior
2 approval of the Early Childhood Program Coordinator. When the ECEAP program is not in session (e.g.
3 Fridays), those employees who do not to attend training shall work (if it is a workday); however, duties for
4 that day will be assigned by the Coordinator of Early Childhood Programs.

5
6 **Section 8.1.2. Unworked Holidays.** Eligible employees shall receive pay equal to their normal work
7 shift at their current rate in effect at the time the holiday occurs. An employee who is on the active payroll
8 on the holiday and has worked or is on compensated leave, either his/her last scheduled shift on the
9 workday immediately preceding the holiday or his/her first scheduled shift on the workday immediately
10 succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such unworked
11 holiday. An exception to this requirement shall occur if the employee can furnish proof satisfactory to the
12 District that because of illness he/she was unable to work on either of such shifts, and his/her absence
13 previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

14
15 Those employees having an alternate work schedule shall receive pay equal to their daily shift as defined
16 in Article VII, Section 7.1 at their current rate at the time the holiday occurs. Should the holiday fall on a
17 regularly scheduled workday for the employee with the alternate work schedule and this results in a loss
18 of pay for the week, the employee shall be given the opportunity to make up hours for the loss of pay
19 within that week. This will be done through coordination with the employee's supervisor.

20
21 **Section 8.1.3. Worked Holidays.** Employees who are required to work on the above described holidays
22 shall receive the pay due them for the holiday, plus twice their current rate for all hours worked on such
23 holidays, unless the employee starts to work at 10:00 p.m. or thereafter on that date.

24
25 This section does not apply to Early Childhood Program employees as described in 8.1.1A but is
26 applicable to 8.1.1B and 8.1.1C.

27
28 **Section 8.1.4. Holidays During Vacation.** Should a holiday occur while a twelve month employee is on
29 vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the
30 holiday as such.

31
32 This section does not apply to Early Childhood Program employees.

33
34 **Section 8.2. Vacations.**

35
36 **Section 8.2.1.** Employees subject to this Agreement accrue vacation/vacation pay as follows:

<u>Years of Service</u>	<u>Workdays</u>
1 Year	5
2 - 5	10
6 - 12	15
13 - 17	20
18	21
19	22
20	23
21	24
22	25

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

1 **Section 8.2.2.** Less than twelve (12) month employees subject to this Agreement shall be granted
2 vacation pay in accordance with the schedule set forth in Section 8.2.1 prorated according to their full-
3 time-equivalent factor.

4
5 Example: Hours Worked
6 2,080 hours x 100% of full-time equivalent
7

8 This section shall not apply to employees working less than six hundred thirty (630) hours per year, and
9 overtime hours shall not be included in the computation.

10
11 Payment for less than twelve (12) month employees' vacation shall be considered as compensation in
12 addition to Schedule A.

13
14 Starting with the 1986-87 school year, hours worked shall include regular hours, in-service hours, extra
15 hours before overtime, and approved paid sick leave.

16
17 This section does not apply to Early Childhood Employees.

18
19 **Section 8.2.3.** Employees who work less than twelve (12) months per year shall receive payment for
20 accrued vacation credit with their June paycheck.

21
22 Any employee who is discharged or who terminates employment shall receive payment for unused
23 accrued vacation credit with their final pay.

24
25 This section does not apply to Early Childhood Employees.

26
27 **Section 8.2.4.** Vacation years of service for twelve (12) month employees shall be credited on a common
28 anniversary date of September. Vacation days shall be posted to the employee's account on September 1
29 and March 1. All such employee's accrued vacation shall be initially prorated from their respective hire
30 date to the common anniversary date of September 1, 1988.

31
32 **Section 8.2.5.** This section applies to twelve (12) month employees only. Any accrued vacation beyond
33 25 days must be used by August 31. Any vacation in excess of 25 days will be lost on August 31. No
34 employee shall be denied accrued vacation benefits due to District needs. Upon resignation from a twelve
35 (12) month position or retirement, accrued vacation up to 25 days shall be cashed out.

36
37 This section does not apply to Early Childhood Employees.

38
39 **Section 8.2.6.** Twelve (12) month employees may take vacation at any time which does not disrupt the
40 required activities of the District, as determined by the District Administration. Employees shall have
41 written approval of the supervising administrator prior to being on vacation.

42
43 This section does not apply to Early Childhood Employees.
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ARTICLE IX

LEAVES

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

Section 9.1.1. At the beginning of each school year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days for illness, injury, and emergency. Employees who work less than a full school year (180 days) shall be credited with sick leave based on a proration of their work calendar. Sick leave shall be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days or as provided by law. Sick leave benefits shall be paid on the basis of current hourly rate applicable to the employee’s normal daily work shift; provided, however, that should an employee’s normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee’s normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis. Sick leave allocation for the current year shall be adjusted for the remainder of the year based on the employee’s daily work shift on December 1 of the current year.

Sick leave may be used to care for a child of the employee with a health condition that requires treatment or supervision or for a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition in accordance with state or federal law. Further it may be used for the illness or death of a relative of the employee and/or someone with whom the employee has a close personal relationship. It may also be used for problems requiring an employee’s personal attention for which preplanning is not possible.

Section 9.1.2. Each employee covered by Workman’s Compensation and receiving those benefits may not draw benefits from both the ESD Cooperative and District sick leave. Each employee has the right to exercise the option of reimbursing the District monies paid by the ESD Cooperative. Such reimbursement shall restore sick leave accrued to such employee on a pro rata basis of the reimbursement.

Section 9.1.2A. Family Medical Leave. Under the federal Family Medical Leave Act (FMLA), the Washington Family Leave Act (FLA), the Washington State Human Rights Commission Laws, the Washington Family Care Act (FCA), and District Policy/Procedure 5404, employees have certain rights and protections, most of which run parallel with the provisions outlined in Sections 9.1.1, 9.3, 9.3.1, 9.3.2, 9.3.3, 9.3.4, and 9.4. With the exception of FMLA, which extends medical benefits up to 12 weeks for qualifying employees who have exhausted their paid leave or exhaust it during their leave period, none of the above laws provide for additional paid family leave time. It is encouraged that employees review their family medical leave rights with the Director of Human Resources.

The eligibility threshold for PSE employees will be eight-hundred fifty (850) hours worked in the preceding twelve (12) month period rather than one thousand two-hundred fifty (1250) hours worked as noted in FMLA regulations.

1 **Section 9.1.3. Annual Buy-Out of Accumulated Sick Leave (Policy 5401).** In January of the year
2 following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January
3 thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave
4 accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee
5 for each four (4) full days of accrued sick leave in excess of sixty (60) days. Sick leave for which
6 compensation has been received shall be deducted from accrued leave at the rate of four (4) days for every
7 one (1) day's monetary compensation.

8
9 At the time of separation from School District employment an eligible employee or the employee's estate,
10 as defined in RCW 28A.400.210, shall receive remuneration at a rate equal to one (1) day's current
11 monetary compensation for each four (4) full days of accrued sick leave. Such accrual shall not exceed
12 one hundred eighty (180) days unless otherwise provided by statute. (Refer to Central Valley School
13 District Board Policy 5401.)

14
15 **Section 9.1.4.** Employees may participate in sick leave sharing program in accordance with State
16 approved regulations.

17
18 **Section 9.1.5.** The District has adopted the VEBA (Sick Leave Conversion Medical Reimbursement Plan
19 -the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all
20 retiring employees in the collective bargaining unit who are eligible to participate in the Plan by reason of
21 having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be
22 based on the conversion value of sick leave days accrued by such employee available for contribution at
23 retirement in accordance with the statute. It is understood that all eligible employees will be required to
24 sign and submit to the District a hold harmless agreement complying with the statute. This hold harmless
25 agreement will waive any claims against the District and the bargaining unit. If an employee fails to sign
26 and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any
27 time during the term of this Agreement, and any and all excess sick leave which in the absence of the
28 Agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-
29 conversion rights that pertain to such excess sick leave.

30
31 For purposes of retirement, contributions to the Plan, all employees covered by the Agreement who retire
32 during the term hereof shall be eligible, and excess sick leave shall be defined as the unused sick leave
33 days accruing to the credit of such employee from the date of this Agreement.

34
35 This VEBA provision shall be reopened annually.

36
37 **Section 9.2.1. Personal Leave.** Prior approval from building/department supervisor is required. Each
38 full-time (260 day) employee shall be entitled to three (3) days of personal leave; and each less than full-
39 time employee shall be entitled to two (2) days of personal leave, cumulative to a maximum of 5 days,
40 with full pay and the following limitation of use:

- 41
- 42 • Personal leave cannot be used during the first and last week of school.
 - 43
 - 44 • Employee must provide at least forty-eight (48) hours prior notification to supervisor of intent to
45 use personal leave.
 - 46
 - 47 • Use of personal leave to extend a holiday or break will be on a first-come, first-served basis and
48 dependent on the availability of a substitute.

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

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

13
14 **Section 9.2.1.1.1. Unpaid Leave – Childcare Employees.** Childcare employees shall be allowed to
15 access unpaid leave intermittently whether or not it is a unique circumstance or opportunity as called for
16 by Section 9.2.1.1 of the contract. It is agreed that the limitations of such unpaid leave shall be:

- 17 1. Employees may be granted no more than ten (10) unpaid leave days in a calendar year. These
18 leave days will not accumulate from year to year. If leave is granted under the unique
19 circumstance or opportunity in Section 9.2.1.1, those days will not be deducted from the ten (10)
20 unpaid days allowed in this section.
- 21 2. Unpaid leave may not be used the last two (2) weeks of August.
- 22 3. The Early Childhood Program Coordinator will approve and manage the use of unpaid leave in
23 order to assure staffing levels are adequate at all times.
- 24 4. The ECP Coordinator and PSE will develop a mutually agreed procedure for requesting of and
25 the granting of leave.
- 26 27
- 28 29
- 30

31 **Section 9.2.2. Bereavement Leave.** Each employee shall be entitled to up to five (5) days per
32 occurrence of bereavement for a death in the immediate family which is defined as: mother, father,
33 spouse, child, sister, brother, grandparents, grandchild or the parents or siblings of the employee's spouse.

34
35 In cases where the bereavement leave requires extensive travel (up to one (1) full day in either direction),
36 the superintendent may grant up to two (2) additional days on a case-by-case basis.

37
38 **Section 9.3. Maternity Leave.**

39
40 **Section 9.3.1. Notification.** An employee shall notify the Director of Human Resources, in writing, the
41 expected date of birth of the child at least four (4) months before that date.

42
43 **Section 9.3.2. Request for Leave of Absence.** An employee, upon request, shall be granted a leave of
44 absence, without pay, from her position prior to the birth of the child; the exact date to be determined
45 between the employee, on the advice of her physician, and the District.

1 **Section 9.3.3.** An employee may return to work from a maternity leave at any time after the birth of the
2 child, provided she has a release from her physician; the exact date to be determined between the
3 employee and the District.
4

5 **Section 9.3.4.** The provisions of the Agreement relative to personal illness or injury will apply to
6 pregnancy, except: (1) accumulated sick leave may be used for only that period the employee is unable to
7 work due to her pregnancy; (2) to be eligible for sick leave, the employee's attending physician must
8 certify that her pregnancy prevents her from working for a specified time; and (3) sick leave shall be based
9 on the length of time certified by the physician, not the entire time of the maternity leave.
10

11 **Section 9.4. Paternity Leave.** A male employee, upon request, may be granted up to three (3) days
12 leave, on or about the date of the birth/adoption of his child. Such leave shall be deducted from that
13 accumulated pursuant to Section 9.1.1.
14

15 **Section 9.5. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear as a
16 witness in court, or is named as a codefendant with the District, such employee shall receive a normal
17 day's pay for each day of required presence in court; provided, however, that any compensation received
18 for such service shall be paid to the District. Such repayment shall not exceed the employee's normal
19 daily pay less bona fide expenses. In the event that an employee is a party in a court action, such
20 employee may request a leave of absence without pay. A copy of the jury summons or subpoena shall be
21 attached to the employee's report of absence form. Additional documentation of days served may be
22 required.
23

24 **Section 9.6. Leave of Absence.**
25

26 **Section 9.6.1.** A leave of absence request will be presented to the immediate supervisor and processed
27 through administrative channels to the Superintendent/designee; and upon approval of the Board of
28 Directors, an employee may be granted an extended leave of absence without pay, for a period not to
29 exceed one (1) year; provided, however, that if such leave is for extended illness or injury, an additional
30 one (1) year of leave may be granted. Extended leaves may be granted for exceptional circumstances.
31 This position will be posted and filled as per Section 10.1 of this contract.
32

33 **Section 9.6.2.** The returning employee will be assigned to the position occupied before the leave of
34 absence, or if the position is not available in the District, to a position substantially equal. Employees
35 hired to fill positions of employees on leave of absence shall be informed of this provision by the District.
36

37 **Section 9.6.3.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights
38 while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the
39 employee is on leave of absence; provided, however, that if such leave is approved for extended illness or
40 injury, seniority shall accrue.
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ARTICLE X

PUBLICATION OF POSITIONS

Section 10.1. The District shall post for a minimum of five (5) workdays any new or open positions within five (5) workdays after the District is apprised of the opening. Such positions shall be filled or the position shall be eliminated within fifteen (15) workdays following the closure of the posting. The time lines, as above, may be extended under unusual circumstances upon mutual consent of the parties. A copy of all job postings shall be forwarded to the President of the Association and each work site, including each ECP site and the University Center Transportation site. Job postings are also available on the job hotline, the district website (www.cvsd.org), and at the receptionist's desk at the Learning & Teaching Support Center.

Section 10.2. Notwithstanding the provisions of Sections 7.2, and 10.5, it is mutually agreed and understood that the District shall have thirty (30) workdays following the first day of school each year during which to adjust shifts in the Transportation, Nutrition Services, Paraeducators and School Assistants classifications. During this period only new positions or those vacated due to resignation, retirement, or transfer shall be posted. Positions that have increased more than one (1) hour will be posted at the end of the thirty (30) day adjustment period.

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

This section does not apply to Early Childhood Program employees.

Section 10.3. Employees who are assigned to worksites outside the District shall receive written notification of all openings.

Section 10.4. Employees who occupy a position which is being reopened for bid shall receive written notification of that opening.

Section 10.5. Existing positions with an increase in hours of work of sixty (60) minutes or less, or a decrease in hours of thirty (30) minutes or less for pay purposes, within a given year, shall not be considered open and shall not have to be posted.

Nutrition Services employees will be an exception...these employees with a change (increase or decrease) in hours of thirty (30) minutes or less for pay purposes, in a given year, will not be considered open and shall not have to be posted.

Section 10.5.1. An employee who acquires a position with a specific beginning and ending date, in any given school year, will use the hours prior to acquiring the temporary position for bumping purposes.

1 **Section 10.5.2.** When additional time not subject to posting requirements of Section 10.1 is available
2 within the school assistant classification, the following process shall be used:

- 3
- 4 1. Offer the available time to the most senior employee in the School Assistant classification in
5 the building (see 10.5).
- 6 2. If the senior School Assistant employee has like time and would like to trade for equal time
7 available, he/she may trade (i.e. .5 hour for .5 hour) and Section 11.8 would apply.
- 8 3. If time is vacated by the senior School Assistant employee, that time shall then be offered to the
9 next senior School Assistant employee.

10
11 If no senior employee within the School Assistant classification is available, the time may be offered to an
12 out-of-category employee with availability in his/her work schedule in the building according to District
13 hire date.

14
15 **Section 10.6.** When a position is modified (reclassified...salary, title, job description), the person in the
16 modified/reclassified position shall be retained in that position, and the position shall not be posted for bid
17 until the person vacates the position.

18 19 20 21 **ARTICLE XI**

22 23 **PROBATION AND SENIORITY**

24
25 **Section 11.1.** Each new hire shall remain in a probationary status for a period of not more than sixty (60)
26 scheduled workdays from the date of hire exclusive of holidays. During this probationary period the
27 District may discharge such employee at its discretion.

28
29 **Section 11.2.** Upon completion of the probationary period, the employee shall be subject to all rights and
30 duties contained in this Agreement retroactive to the hire date.

31
32 **Section 11.3.** The date on which the employee began continuous daily employment shall be used for
33 purposes of calculating district experience and vacation and shall hereinafter be known as the district hire
34 date.

35
36 The General Job Classification (GJC) seniority date shall be applicable to all seniority rights within this
37 agreement. Seniority rights shall be lost as hereinafter provided.

38
39 **Section 11.3.1.** In the event of two or more employees being hired on the same date in the same General
40 Job Classification (GJC), the seniority order shall be established by drawing lots. The Human Resources
41 department shall be responsible for recording and maintaining a record of the seniority determination.

42
43 If there is no employee with seniority in the Seasonal SJC, the employee with the earliest district hire date
44 shall have preferential rights within the General Job Classification (GJC) for which he/she is qualified.

1 **Section 11.4.** The seniority rights of an employee shall be lost for the following reasons:

- 2 A. Resignation;
- 3 B. Discharge for justifiable cause;
- 4 C. Retirement; or
- 5 D. Change in job classification within the bargaining unit, as hereinafter provided.

6
7 **Section 11.4.1.** Employees who change job classifications within the bargaining unit shall retain their
8 General Job Classification seniority date in the previous classification for a period of one (1) year,
9 notwithstanding that they have acquired a new General Job Classification hire date.

10
11 **Section 11.5.** Seniority rights shall not be lost for the following reasons, without limitation:

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

16
17 **Section 11.6.** Seniority rights shall be effective within the General Job Classification (GJC). As used in
18 this article, General Job Classifications are: Secretarial/Clerical; Paraeducators; School Assistants;
19 Nutrition Services; Transportation; Custodial; Maintenance; Technical; ECP Program; Seasonal and
20 Summer School. Note that ECP seniority shall first be effective within the Sub Specific Job Classification
21 (SSJC), then within the Specific Job Classification (SJC) and then in the General Job Classification (GJC).

22
23 **Section 11.6.1.** Grandfathered employees (Custodial/Maintenance) hired prior to September 1, 1984 shall
24 receive seniority in both the Custodial and Maintenance classifications.

25
26 **Section 11.6.2.** Grandfathered (ECEAP) employees hired prior to September 1, 1995 shall receive
27 seniority in both Custodial and ECEAP Custodial, Secretarial/Clerical and ECEAP Secretarial/Clerical,
28 Educational Assistant and ECEAP Educational Assistant and Nutrition Services and ECEAP Food
29 Service classifications.

30
31 **Section 11.6.3.** Grandfathered employees (Educational Assistants and School Assistants) hired prior to
32 September 1, 1999 shall receive seniority in both the Educational Assistant and School Assistant
33 classifications.

34
35 **Section 11.6.4.** Move the Transportation SA position to the Transportation classification effective
36 9/1/08. An employee hired after September 1, 1999 will retain his/her seniority date in the SA
37 classification in compliance with Section 11.4.1 of this agreement. An employee hired prior to
38 September 1, 1999 will retain his/her seniority in compliance with Section 11.6.3.

39
40 A new seniority date in the Transportation classification will be in a new SJC VI – Transportation
41 Assistant. A current employee will use his/her SA date as the seniority placement date in the new SJC.

1 **Section 11.7.** The employee at a given school or within a department with the earliest General Job
2 Classification seniority date shall have preferential rights regarding shift selection, vacation periods and
3 special assignments (including overtime). In the event an employee in that GJC is not available at the
4 given school or department, the assignment may be offered in another GJC at the given school or
5 department.
6

7 In the event of an overtime assignment that no employee in the given school or department accepts, the
8 school or department shall offer the overtime assignment to the most senior person on the district seniority
9 list for the applicable GJC. The seniority list will be made up of GJC members who have placed their
10 names on the calling list voluntarily. The GJC member will provide the district with a phone number
11 where h/she may reasonably be contacted.
12

13 Contact shall be made by telephone one time. If the most senior employee does not answer the phone, the
14 school shall proceed down the seniority list in the applicable GJC until an employee with GJC seniority
15 accepts the assignment. The school shall document attempted contacts with the date and time of each
16 attempted contact and the response of each employee contacted until the assignment is accepted.
17

18 If no employee in the applicable GJC accepts the assignment the school shall request a substitute.
19

20 The employee with the earliest GJC seniority date shall have preferential rights regarding promotions
21 and/or assignment to new or open jobs or positions when ability and performance are substantially equal
22 with those individuals junior to him/her. If the District determines that seniority rights should not govern
23 because a junior employee possesses ability and performance substantially greater than a senior employee
24 or senior employees, the District shall set forth, in writing, to the employee or employees and the
25 organization's grievance committee chairperson, its reasons why the senior employee or employees have
26 been bypassed.
27

28 **Section 11.7.1.** If no employee in the General Job Classification has applied for a posted position and an
29 employee in another General Job Classification applies, that employee's application and personnel file
30 shall be reviewed to determine whether or not he/she meets the stated qualifications. Out-of-category
31 employees who meet the position qualifications shall be given full consideration.
32

33 **Section 11.8. Trial Service.** A trial service period of forty (40) workdays shall be required when a
34 permanent employee assumes a new position or makes a lateral move* to a position at a different location.
35 The time lines, as above, may be extended under unusual circumstances upon mutual consent of the
36 parties.
37

38 *In the Transportation Department this provision applies to bus drivers moving from a regular route to a
39 Special Education route only, not moving from a regular route to another regular route.
40

41 The trial service period provides an opportunity for: (a) the supervisor to observe, supervise and evaluate
42 the employee's work in the new position; (b) the employee to experience the responsibilities of the new
43 position without jeopardizing his/her employment in the District.
44

- 45 A. An employee in a trial service period will be evaluated by the supervisor at the end of twenty (20)
46 workdays and forty (40) workdays, **ONLY** if the employee is experiencing problems with
47 transition to the new position. These evaluations will be done utilizing the regular classified
48 evaluation form for the position.

1 B. Return to an employee's former position due to unsatisfactory evaluations by the supervisor must
2 be preceded by:

- 3
- 4 1. Written notification on the evaluation form detailing deficiencies in performance which
5 shall include the specific changes/improvement required; **AND**
 - 6
 - 7 2. A reasonable time and opportunities for the employee to remedy the identified
8 deficiencies.
 - 9

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

13

14 If an employee leaves a position during the Trial Service period, for whatever reason, the next senior
15 employee in the General Job Classification on the original posting will be offered the position. If there is
16 no senior employee available, the position will be re-posted.

17

18

19

20 **ARTICLE XII**

21

22 **LAYOFF**

23

24 **Section 12.1.** In the event a position displacement is caused by, but not limited to, a layoff, position
25 elimination, leave of absence, exercise of seniority rights, or a reduction in hours beyond the limits of
26 Article X, Section 10.5, an employee so affected shall exercise the following options:

27

28 **Section 12.1.1.** The employee may elect to remain in the same position in the event that the position is
29 still available; or

30

31 **Section 12.1.2.** The employee may exercise his/her seniority rights by choosing to bump the least senior
32 position in their sub-specific job category *(with equal hours and months) as hereinafter provided or, in
33 the event that is not satisfactory, the employee may choose to bump the least senior employee within any
34 specific job category for which he/she is qualified (with equal hours and months) within the general job
35 classification as identified in Article XI, Section 11.6 and Section 12.3.1; or *(Equal Hours = same hours
36 or the next lowest total daily hourly assignment). ECP employees may exercise their seniority rights by
37 choosing to bump the least senior position in their specific job category *(with equal hours and
38 months) as hereinafter provided or, in the event that is not satisfactory, the employee may choose to
39 bump the least senior employee within their general job classification as identified in Article XI,
40 Section 11.6, 11.6.2 and Section 12.3.1 provided he/she is qualified (with equal hours and months)
41 (Equal hours = same hours or the next lowest total daily hourly assignment). The average daily shift
42 for the employee with the alternate work schedule as identified in article VII, Section 7.1 shall be the
43 basis of hours for bumping purposes.

44

45 See Section 7.14.1.2 for specific bumping procedure related to Transportation Extra Runs.

46

47

48

1 **Section 12.1.3. Paraeducator Displacement.** The process described in the section will be used in the
2 year-to-year reductions in paraeducator assignments which occur to restructure from one school year to
3 the next. It is not intended for reductions due to district budget needs or for positions reductions that
4 might occur after the thirty (30) days referred to in Section 10.2. In lieu of the “bump” process referred to
5 in Section 12.1 through 12.1.2 the following criteria will be utilized:
6

- 7 1. In one (1) school year a paraeducator’s work hours may be increased or decreased up to one (1)
8 hour per workday without posting or displacement. This will be done on a department/building
9 basis; the senior paraeducator who is qualified and can fit extra time into his/her work schedule
10 will be awarded the available time. The least senior paraeducator in the department/building,
11 whose schedule can be reduced, may be cut up to one (1) hour.
12

13 If the department/building should find it necessary to reduce its total staffing hours or if a
14 program is cut and/or deleted, it is the intent to eliminate a total position rather than reducing
15 several positions on a piece meal basis.
16

- 17 2. The Association will be notified in writing of all displaced paraeducators and the positions to
18 which they are currently assigned.
19
- 20 3. Beginning March 1 of each school year, the District will hold paraeducator positions to create a
21 job pool for displaced paraeducators. On the fifth workday of June, all jobs held in the
22 displacement pool and all vacancies due to resignation or retirement that are 3.5 hours or
23 greater and have been submitted to the District by May 15, will be posted. Only “in category”
24 candidates will be considered for this posting. Jobs vacated due to this posting shall be used in
25 the displacement process. After the June posting, no further posting will occur unless the jobs
26 are still vacant once the displacement process concludes; or jobs on the list are not eligible for
27 selection.
28
- 29 4. The District will work with the Association in the assignment of displaced paraeducators.
30 These paraeducators will be awarded a position as close in hours to their previous total hours as
31 feasible. This may take place prior to or outside of the posting procedure. If no position
32 comparable in hours and salary schedule placement is available, the displaced paraeducator will
33 remain on the displacement list until a position of comparable hours and salary becomes
34 available. Such displaced paraeducators shall have priority in being awarded a substantially
35 equal position until all displaced employees are returned to work.
36
- 37 5. If a paraeducator’s decrease in work hours changes his/her position below the eligibility
38 requirements for the PERS retirement system or group benefits, the paraeducator is eligible to
39 be awarded through the displaced list, a position comparable to the last assignment which is
40 eligible for the PERS retirement system or group benefits.
41
- 42 6. If a paraeducator turns down an offered position, the District is under no further obligation.
43 Following the rejection of a substantially equal position, the employee waives his/her rights to
44 further employment with the District.
45
- 46 7. The District may assign a current paraeducator, temporary hours for up to sixty (60) workdays,
47 except when the temporary hours are due to a paraeducator being on leave. Said hours are not
48 included as part of the paraeducator’s bid or assigned hours.

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

3
4 **Section 12.1.4.** The employee may elect to be placed on layoff status (see Section 12.2.).

5
6 **Section 12.2.** In the event an employee is placed on layoff status, the following regulations shall apply:

7
8 **Section 12.2.1.** In the event of layoff, an employee so affected shall be placed on a reemployment list
9 maintained by the District according to seniority. Such employee's seniority shall apply in the filling of
10 any new or open positions in the general job classification provided the employee is qualified and senior
11 to the applicants for the position. Names shall be maintained on the reemployment list for two (2) years.
12 After two (2) years, the employee shall, on a yearly basis, but no later than June 30, be required to file a
13 written notice requesting to remain on the reemployment list.

14
15 **Section 12.2.2.** An employee on layoff status shall file his/her address, in writing, with the Human
16 Resources office of the District and shall thereafter promptly (within thirty [30] workdays) advise the
17 District, in writing, of any change of address. In the event an employee fails to notify the District of such
18 change and a position is filled (within the thirty [30] workdays), the employee shall remain in layoff status
19 and the position selection shall stand.

20
21 **Section 12.2.3.** An employee shall forfeit all rights of reemployment as provided in Section 12.1 if the
22 employee does not comply with the requirements of Section 12.2.2, or if the employee does not respond to
23 the offer of reemployment within fifteen (15) workdays.

24
25 **Section 12.2.4.** An employee on layoff status who rejects an offer of reemployment, provided that such
26 employee 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 **Section 12.3. Employee Groupings for Layoff Purposes.**

30
31 **Section 12.3.1.** For the purpose of implementation of the Article, General Job Classification (GJC),
32 Specific Job Classification (SJC), and Sub-Specific Job Classification (SSJC) shall be defined as follows:

33
34 ***GJC MAINTENANCE**

35

36	SJC I	Plumber, Electrician, Carpenter
37		Painter, Heating Control Specialist
38		
39	SJC II	Groundskeeper
40		
41	SJC III	General Maintenance Technician
42		
43	SJC IV	Courier
44		
45	SJC V	Tractor/Mower Operator
46		
47	SJC VI	Warehouse Assistant

48

1 SJC VII Sanitation Truck Driver

2
3 *GJC CUSTODIAL

4
5 SJC I Head Custodian – High School

6
7 SJC II Head Custodian – Elementary
8 Head Custodian – Middle School

9
10 SJC III Custodial

11
12 SJC IV Laundry/Uniform Maintenance Specialist

13
14 *GJC TECHNICAL

15
16 SJC I Technology Support Specialist

17
18 SJC II Computer Field Technician
19 Computer Programmer Operator

20
21 SJC III Computer Programmer/Analyst

22
23 SJC IV Head Print Room

24
25 SJC V Audio Visual Tech, Computer Operator Room
26 Word Processing

27
28 SJC VI Printroom Specialist

29
30 SJC VII Transportation Dispatcher

31
32 SJC VIII Assistant Transportation Dispatcher

33
34 SJC IX Network Technician
35 Applications Server Technician

36
37 SJC X Special Education Technician

38
39 SJC XI Telecommunication Technician

40
41 *GJC SEASONAL

42
43 SJC I Painter Assistant

44
45 SJC II HVAC Assistant

46
47 SJC III Warehouse Assistant

1 SJC IV Groundskeeper Assistant

2
3 SJC V Transportation Assistant

4
5 SJC VI Print Room Helper

6
7 *GJC SUMMER SCHOOL

8
9 SJC I Educational Assistant

10
11 SJC II Head Secretary

12
13 SJC III Assistant Secretary

14
15 *GJC PARAEDUCATORS

16
17 SJC I Job Placement Specialist

18
19 SJC II Native American Tutor, ELD

20
21 SJC III Interpreter

22
23 SJC IV Behavior Intervention Specialist

24
25 SJC V Certificated Occupational/
26 Physical Therapist Assistant

27
28 SJC VI Instructional

29
30 SJC VII LPN

31
32 *GJC SCHOOL ASSISTANTS

33
34 SJC I School Assistant, Recess, Bus Loading
35 Crossing Guard

36
37 *GJC SECRETARIAL/CLERICAL

38
39 SJC I Director, Facilities & Operations
40 Director, Special Services
41 Executive Director of Learning & Teaching
42 Executive Director of Finance

43
44 SJC II Payroll Officer

45
46 SJC III Assistant Payroll,
47 Central Office, Bookkeeper/Accounting

48

- 1 SJC IV School Secretary Level I – All School Head
- 2 Secretaries/Senior High Bookkeeper
- 3
- 4 SJC V School Secretary Level II – HS
- 5 Attendance/Activities/Scheduling/
- 6 Counselor/HS Media Asst/Dist Curric Lib
- 7
- 8 SJC VI School Secretary Level III – HS Receptionist/
- 9 Asst Sec-Counselor/MS & Elem Asst Sec/
- 10 Night Attendance
- 11
- 12 SJC VII School Media Assistant
- 13 Nurse’s Assistant
- 14
- 15 SJC VIII Nutrition Services, Central Office Clerical
- 16 Central Office Receptionist

17

18 *GJC TRANSPORTATION

- 19
- 20 SJC I Shop Foreman
- 21
- 22 SJC II Mechanic
- 23
- 24 SJC III Driver Trainer
- 25
- 26 SJC IV Driver, Special Needs
- 27
- 28 SJC V Driver, Basic Route
- 29
- 30 SJC VI Driver, Extra Run
- 31
- 32 SSJC I Kindergarten Run
- 33 SSJC II Late Run
- 34
- 35 SJC VII Transportation Assistant
- 36
- 37 SJC VIII Bus Service Specialist
- 38
- 39 SJC IX Truck Driver: Maintenance/Nutrition Services
- 40

41 *GJC NUTRITION SERVICES

- 42
- 43 SJC I Production/Inventory Lead
- 44
- 45 SJC II Cook
- 46
- 47 SJC III Lead Cook – Elementary/Middle School/
- 48 High School/Central Kitchen

1 **Section 13.2.** Effective September 1, 1986, any new hire previously employed outside the State of
2 Washington or outside the Central Valley School District, and who is hired to perform work similar to that
3 in which he/she was previously engaged, shall be allowed longevity credit. This new hire shall be
4 permitted to transfer one-half (1/2) year for each full year of prior work experience to a maximum of three
5 (3) years longevity credit to the District. This longevity credit shall be applicable to all benefits, including
6 Schedule A, except seniority and vacations benefits.
7

8 Qualified applicants for Certified Occupational Therapy Assistant, Physical Therapy Assistant, and LPN
9 positions shall be given full experience credit for pediatric medical employment that is directly related to
10 the posted position.
11

12 **Section 13.2.1.** Effective September 1, 2003, any new Early Childhood Program employee previously
13 employed outside the State of Washington or outside the Central Valley School District, and who is hired
14 to perform work similar to that in which he/she was previously engaged, shall be allowed longevity credit.
15 This new hire shall be permitted to transfer one-half (1/2) year for each full year of prior work experience to
16 a maximum of three (3) years longevity credit to the District.
17

18 **Section 13.3.** Employees who leave the District and return within a period of sixty (60) workdays shall
19 receive full credit for experience within the District for purposes of placement on the applicable salary
20 schedule.
21
22

23 **ARTICLE XIV**

24 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

25
26 **Section 14.1.** The District shall have the right to discipline or discharge an employee for justifiable cause.
27 Any disciplinary action or measure imposed upon an employee may be processed as a grievance through
28 the regular grievance procedure pursuant to Article XIX. If the District has reason to reprimand an
29 employee, it shall be done in a manner which will not embarrass the employee before other employees or
30 the public.
31
32

33
34 When disciplining an employee the following progressive discipline model will apply: 1) Notice of
35 Concern/Counseling; 2) Oral Warning - written record to supervisor's file only; 3) Letter of Warning -
36 sent to employee's personnel file; 4) Letter of Reprimand; 5) Suspension; 6) Termination.
37

38 Steps in this model may be skipped depending on the severity of the infraction.
39
40
41

42 **ARTICLE XV**

43 **NOTICE OF CONTINUATION OF EMPLOYMENT**

44
45 **Section 15.1. Notification to Non-Annual Employees.** This Section is intended to be applicable to
46 those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work
47 per year.
48

1 **Section 15.1.1.** Should the District decide prior to the expiration of the school year to discharge any non-
2 annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

3
4 **Section 15.1.2.** Nothing contained herein shall be construed to prevent the District from discharging an
5 employee for acts of misconduct occurring after the expiration of the school year.

6
7 **Section 15.1.3.** Nothing contained in this Section shall in any regard limit the operation of other sections
8 of this Article.

9
10 **Section 15.1.4.** When the District is unable to notify an employee of their rehire due to an uncertainty of
11 the allocation of Federal funds, the employee shall be notified no later than thirty (30) days prior to the
12 beginning of school.

13 14 15 16 **ARTICLE XVI**

17 **INSURANCE AND RETIREMENT**

18
19
20 **Section 16.1.** For the purpose of implementation of this Section, an FTE shall be defined as any
21 employee working one thousand four hundred and forty (1,440) or more hours per year. No employee
22 shall suffer a reduction from the amount of insurance benefit dollars received during the 1983-84 year.

23
24 This section does not apply to Early Childhood Program employees.

25
26 **Section 16.1.1. Grandfathered Benefit Employee.** Those employees who were receiving benefits as of
27 August, 1982. Effective October 1, 2008, the District shall provide up to \$732.00 per month per FTE for
28 each employee who works three and one-half (3½) hours or more per day (630-840 hours prorated on 840
29 hours; 840 hours or more shall receive full benefits) or their individual hours are not changed from 1981-
30 82 level of District contribution, whichever is greater, provided their individual hours are not changed
31 from 1981-82, and the employee is enrolled in District approved insurance programs. (All existing
32 programs shall be considered as District approved unless mutually agreed otherwise.) If an employee is
33 not currently receiving benefits they will not receive benefits in the summer.

34
35 This section does not apply to Early Childhood Program employees.

36
37 **Section 16.1.2. "New Employee Benefit."** An employee who did not qualify for benefits as of
38 August, 1982, and who is initially qualifying for benefits, shall receive, effective October 1, 2008,
39 \$732.00 per month per FTE at three and one-half (3½) hours or more per day prorated on 1,440 hours. An
40 employee working 1,440 or more shall receive full benefits. If an employee is not currently receiving
41 benefits they will not receive benefits in the summer.

42
43 This section does not apply to Early Childhood Program employees.

44
45 **Section 16.1.3.** Any funds received from the State, which are not expended, shall be available to the
46 employees benefit pool as needed for payment of insurance premiums.

47
48 This section does not apply to Early Childhood Program employees.

1 **Section 16.1.3.1.** The District shall pay the monthly cost of the Health Care Authority carve-out with the
2 exception of fifteen dollars (\$15.00) per month per FTE, which shall be deducted from the employee
3 benefit pool. The District shall pay the monthly carve-out for Early Childhood Program employees.
4

5 **Section 16.1.4.** Dental (including orthodontics), vision, and life insurance of \$50,000 shall be mandatory
6 for all qualifying employees. These benefits, plus medical, are benefits that will be pooled. All funds
7 generated in Section 16.1.1, 16.1.2 or 16.1.3 not used will be pooled to assist paying for other employees'
8 dental, vision, life, and medical benefits.
9

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

11
12 **Section 16.1.5.** A Section 125 (Cafeteria Plan) shall also be provided for all employees participating in
13 the identified benefits when their premiums exceed their respective \$/month/FTE.
14

15 **Section 16.1.6.** Employees who experience a change in marital or family status that would cause a loss of
16 benefits or coverage may immediately initiate forms to enroll in benefit programs.
17

18 This section does not apply to Early Childhood Program employees.
19

20 **Section 16.2.** The District shall provide tort liability coverage for all employees subject to this
21 Agreement.
22

23 **Section 16.3.** In determining whether an employee subject to this Agreement is eligible for participation
24 in the Washington State Public Employees' Retirement System or the Washington State School
25 Employees Retirement System, the District shall report all hours worked, whether straight time, overtime,
26 or otherwise.
27

28 **Section 16.4.** The District shall pay the required premiums for workmen's compensation in the area of
29 industrial insurance and medical aid on behalf of all employees subject to this Agreement. The District
30 shall also pay up to a maximum of three cents (\$0.03) per hour for supplemental pension.
31

32 **Section 16.5. Early Childhood Program Employees Benefit.** Dental, (including orthodontics) and
33 vision insurance, shall be mandatory for all qualifying Early Childhood Program employees; Early
34 Childhood Program employees are eligible for these benefits at three and one-half (3 ½) hours in the Early
35 Childhood Program. Early Childhood Employees will be given access to other district medical plans at
36 their own expense through payroll deduction.
37

38 **Section 16.6. Payroll Deductions**

39
40 Payroll deductions shall be automatically taken from District employees salary warrants for the following
41 purposes:
42

- 43 1) Withholding tax payments for the Federal Government
- 44 2) Social Security payments for the Federal Government.
- 45 3) Retirement payments for the State Retirement System.
- 46
- 47
- 48

1 Upon written requests the following deductions may be made:

- 2
- 3 a. Payments for medical insurance and salary insurance plans of which the employee is a member,
4 provided the District has officially recognized the insurance organization
- 5
- 6 b. Payments for professional dues and assessments to the Association, PSE
- 7
- 8 c. Payments to United Way
- 9
- 10 d. Payments for tax-sheltered annuities from companies mutually recognized by the Association and
11 the District
- 12
- 13 e. Payments to Spokane Teachers' Credit Union
- 14
- 15 f. Payments for government savings bonds
- 16
- 17 g. Payments to Spokane County Federal Credit Union
- 18
- 19 h. Payments to School Employees of Washington Credit Union
- 20
- 21 i. Automatic pay check deposit for employees
- 22
- 23 j. Washington National Salary Insurance
- 24
- 25 k. AFLAC
- 26
- 27 l. Cafeteria 125 Plan
- 28

29 The following companies have been approved for dental, life, vision and medical insurance

- 30
- 31 1) Group Dental: Composite Rate, Mandatory, including orthodontics - Washington Dental Service
32 and Willamette Dental
- 33
- 34 2) Group Life: Composite Rate, Mandatory - Standard Life Insurance
- 35
- 36 3) Group Vision: Composite Rate, Mandatory - Blue Cross
- 37
- 38 4) Medical: Premera Blue Cross, MSC/Premera Blue Cross, Group Health Cooperative
- 39

40 The contribution for dental, life and vision is mandatory for all eligible employees. Group dental will be
41 the first deduction from the available contributions per month, with other deductions taken from the
42 available funds in the order enumerated above.

1 In order to join the plan(s) the employee must complete forms in the Business Office ***NO LATER THAN***
2 the 15th of the month prior to the month the employee plans to enroll. All employees may initiate forms
3 during annual open enrollment periods that start September 1 and expire November 15. New employees
4 and employees whose fulltime equivalent changes, will additionally have 90 days to join programs.
5 Employees who experience a change in marital or family status that would cause a loss of benefits or
6 coverage may immediately initiate forms to enroll in benefit programs.

7
8 **Section 16.7.** The District shall provide, as an employer paid benefit, a monthly VEBA contribution of
9 \$20 per benefit FTE to help defray out-of-pocket medical expenses.

10
11 The District shall provide, as an employer paid benefit a monthly VEBA contribution of forty dollars
12 (\$40.00) per benefit eligible ECP employee to help defray out-of-pocket medical expenses.

13 14 15 16 **ARTICLE XVII**

17 18 **PROFESSIONAL DEVELOPMENT**

19
20 **Section 17.1.** All training required by the District to maintain an employee in such employee's present
21 position, and when conducted outside such employee's normally assigned shift, shall be reimbursed at the
22 base hourly rate.

23
24 **Section 17.2.** The District shall provide a minimum of thirty-five thousand dollars (\$35,000) during each
25 year of this Agreement for the purpose of providing in-service training for classified employees. Funding
26 for professional development will be reviewed and bargained as the program develops.

27
28 **Section 17.2.1** There will be two professional development options available to the employees of the
29 bargaining unit. One, an employee may choose the option to use mini-grant funds (to a maximum of
30 \$250) to reimburse expenses for professional development courses offered outside the school district;
31 or two, the employee may choose to register for a basic strand of classes offered by the Professional
32 Development Committee (PDC). This basic strand of classes will be comprised of forty-eight (48)
33 hours of class time and once completed the employee will be eligible for compensation as defined
34 below. Class time is not compensated. The employee may choose one of the two options in any
35 school year. The employee may take the basic strand only one time for additional compensation.

36
37 Compensation for completion of the basic strand of classes will be in the form of an hourly pay
38 increase of fifteen cents (\$.15) per hour for all compensated hours. The increase will be applied on
39 September 1, following the employee's completion date of the basic strand and will continue until the
40 employee separates employment with the district. Compensation for completion of further training
41 will be an increase of fifteen cents (\$.15) an hour for completion of each 100 hours of training relevant
42 to their GJC specified training strand up to 350 hours.

43
44 **Section 17.3.** When a PSE member presents in-service material, they will be paid twenty dollars
45 (\$20.00) an hour.

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ARTICLE XVIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 18.1. Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 18.2. All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) workdays of the effective date of this Agreement or within thirty (30) workdays of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 18.3. The parties recognize that an employee should have the option of declining to participate as a member of the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the Collective Bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues, less assessments. This service charge shall be collected by the Association in the same manner as monthly dues. The Association will notify the District no later than December 1 of any change to the service charge dues rate.

Section 18.4. Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous section, shall, at the option of the Association, be immediately discharged from employment by the District.

Section 18.5. Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

Section 18.6. Check off. The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

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ARTICLE XIX

GRIEVANCE PROCEDURE

Section 19.1. Grievances or complaints arising between the District and its employees within the bargaining units defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 19.2. Grievance Steps. (A workday is defined as those days the Central Valley School District Learning & Teaching Support Center building is open to the public).

Step 1. The grievant may orally present a grievance to the immediate supervisor within twenty (20) workdays after the occurrence of the grievance. The employee may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor within twenty (20) workdays of the occurrence of the grievance shall be invalid and subject to no further processing. The supervisor shall respond to the discussion within five (5) workdays.

Step 2. If the grievance is not settled orally, a written statement of the grievance shall be presented to the immediate supervisor within ten (10) workdays of the oral response. The statement of grievance shall contain the following:

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

The immediate supervisor shall respond to the written statement of grievance within ten (10) workdays of receipt of the written grievance.

Step 3. If no satisfactory settlement is reached in accordance with the preceding subsection, the Association and the grievant may appeal to the Superintendent or his/her designee within twenty (20) workdays of receipt of the supervisor's written response.

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

Step 4. If no settlement has been reached within the fifteen (15) workdays referred to in the preceding subsection, the grievance may, within ten (10) workdays of the answer above, be submitted in writing to arbitration under AAA voluntary rules. However, any question of arbitrability shall be resolved according to RCW 7.04.030 and/or 7.04.040.

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

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

1 **Section 19.3.** All costs related to the arbitrator shall be borne equally by the District and the Association.
2 Each party will pay their own expenses.

3
4 **Section 19.4.** The grievance discussions shall take place whenever possible on school time. The
5 employer shall not discriminate against any individual employee or the Association for taking action
6 under this Article.
7
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9 10 **ARTICLE XX**

11 **SALARIES**

12
13 **Section 20.1.** Employees shall be compensated in accordance with the provisions of this Agreement for
14 all hours worked.

15
16 **Section 20.1.1.** A copy of the current PSE salary schedule will be posted on the website at
17 (www.cvsd.org) by the Human Resources Department in September of each year.
18

19 **Section 20.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are
20 contained in Schedule A attached hereto and by this reference incorporated herein.
21

22 **Section 20.3.** Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to
23 the terms and conditions of Article XXII, Section 22.3. Should the date of execution of this Agreement be
24 subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
25

26 **Section 20.4.** Retroactive pay, where applicable, shall be paid on the first regular payday following
27 execution of this Agreement, if possible, and in any case not later than the second regular payday. In the
28 case of retroactive pay resulting from negotiations pursuant to Article XXII, Section 22.3, such retroactive
29 pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any
30 case not later than the second regular payday.
31

32 **Section 20.5.** For purposes of calculating daily hours, time worked shall be rounded to the next one-
33 quarter ($\frac{1}{4}$) hour. Rounding to the next quarter hour will start after 5 minutes.
34

35 **Section 20.6. Travel Time.** Any employee(s) required to travel from one site to another in a private
36 vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the IRS approved
37 rate as adopted by the School Board.
38

39 **Section 20.7.** The following pay formula shall apply to nine (9) month, eight (8) hour per day
40 secretarial/clerical employees:
41

42 ANNUAL SALARY EQUALS: One hundred eighty (180) days school year, plus all paid holidays,
43 plus all scheduled days worked before and after the regular school year, times eight (8) hours per day
44 times the respective hourly rate.
45

46 This annual salary shall be divided into twelve (12) equal payments.
47

48 This section shall not apply to Early Childhood Program employees.

1 **Section 20.8.** Employees shall be informed of the number of hours worked with each paycheck. With
2 their June paycheck, less than twelve (12) month employees shall be informed of the number of vacation
3 hours for which they are paid.

4
5 This section shall not apply to Early Childhood Program employees.
6
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8 9 **ARTICLE XXI**

10 **SEPARABILITY OF PROVISIONS**

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12
13 **Section 21.1.** If any provision of this Agreement or the application of any such provision is held invalid,
14 the remainder of this Agreement shall not be affected thereby.
15

16 **Section 21.2.** Neither party shall be compelled to comply with any provisions of this Agreement which
17 conflicts with State or Federal statutes or regulations promulgated pursuant thereto.
18

19 **Section 21.3.** In the event either of the foregoing sections is determined to apply to any provision of this
20 Agreement, such provisions shall be renegotiated pursuant to Article XXII, Section 22.3.
21
22

23 24 **ARTICLE XXII**

25 **TERM**

26
27
28 **Section 22.1.** The term of this Agreement shall be September 1, 2008 to August 31, 2011.
29

30 **Section 22.2.** All provisions of this Agreement shall be applicable to the entire term of this Agreement
31 notwithstanding its execution date, except as provided in the following section.
32

33 **Section 22.3.** This Agreement may be reopened and modified at any time during its term upon mutual
34 consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to
35 renegotiate Schedule A, benefits, and Article XII, herein; and provided further, that this Agreement shall
36 be reopened, as necessary, to consider the impact of any legislation enacted following execution of this
37 Agreement which may arguably affect the terms and conditions herein or create authority to alter
38 personnel practices in public employment.
39

40 **Section 22.4.** The parties mutually consent to reopen the Agreement, if necessary, to complete the
41 collaborative bargaining process. Any addition or modification shall be incorporated herein upon
42 appropriate ratification and signature.
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**SCHEDULE A
CENTRAL VALLEY SCHOOL DISTRICT
SEPTEMBER 1, 2008 – AUGUST 31, 2011**

	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr
Transportation						
Shop Foreman	19.95	20.57	21.34	22.14	22.97	23.83
Mechanic	18.09	18.65	19.35	20.08	20.83	21.61
Transportation Specialist	17.08	17.61	18.27	18.96	19.67	20.41
Driver Trainer	16.80	17.32	17.97	18.64	19.34	20.07
Driver, Reg or Special Needs	15.57	16.05	16.65	17.27	17.92	18.59
Transportation Assistant	12.49	12.88	13.36	13.86	14.38	14.92
Truck Drivers-Maint/Nutrition Svcs	14.59	15.04	15.60	16.19	16.80	17.43
Bus Service Specialist	14.71	15.17	15.74	16.33	16.94	17.58
Maintenance						
Plumber	18.35	18.92	19.63	20.37	21.13	21.92
Electrician	18.35	18.92	19.63	20.37	21.13	21.92
Carpenter	18.35	18.92	19.63	20.37	21.13	21.92
Painter	18.35	18.92	19.63	20.37	21.13	21.92
Heating Control Specialist	18.35	18.92	19.63	20.37	21.13	21.92
Groundskeeper	15.82	16.31	16.92	17.55	18.21	18.89
General Maintenance Technician	16.34	16.85	17.48	18.14	18.82	19.53
Tractor/Mower/Operator	11.38	11.73	12.17	12.63	13.10	13.59
Courier	12.12	12.49	12.96	13.45	13.95	14.47
Warehouse Assistant (full year)	14.92	15.38	15.96	16.56	17.18	17.82
Sanitation Truck Driver	16.75	17.27	17.92	18.59	19.29	20.01
Custodial						
Head Custodian-Elem	14.88	15.34	15.92	16.52	17.14	17.78
Head Custodian-MS	15.22	15.69	16.28	16.89	17.52	18.18
Head Custodian-HS	15.62	16.10	16.70	17.33	17.98	18.65
Custodian	13.73	14.15	14.68	15.23	15.80	16.39
Laundry/Uniform Maint. Specialist	12.72	13.11	13.60	14.11	14.64	15.19
Seasonal						
Painter Assistant	13.74	14.16	14.69	15.24	15.81	16.40
HVAC Assistant	13.74	14.16	14.69	15.24	15.81	16.40
Warehouse Assistant	13.74	14.16	14.69	15.24	15.81	16.40
Groundskeeper Assistant	10.47	10.79	11.19	11.61	12.05	12.50
Transportation Assistant	10.47	10.79	11.19	11.61	12.05	12.50
Print Room Helper	10.47	10.79	11.19	11.61	12.05	12.50
Summer School						
Educational Assistant	11.97	12.34	12.80	13.28	13.78	14.30
Head Secretary	14.31	14.75	15.30	15.87	16.47	17.09
Assistant Secretary	13.42	13.84	14.36	14.90	15.46	16.04

	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr
Nutrition Services						
Production/Inventory Lead	13.50	13.92	14.44	14.98	15.54	16.12
Production/Inventory Lead hired prior to 9/1/07*	13.76	14.19	14.72	15.27	15.84	16.43
Cook	12.16	12.54	13.01	13.50	14.01	14.54
Cooks hired prior to 9/1/07*	12.34	12.72	13.20	13.70	14.21	14.74
Lead Cook – Elementary	12.16	12.54	13.01	13.50	14.01	14.54
Lead Cook – Middle School	12.47	12.86	13.34	13.84	14.36	14.90
Lead Cook – High School	12.89	13.29	13.79	14.31	14.85	15.41
Lead Cook – Central Kitchen	12.89	13.29	13.79	14.31	14.85	15.41
Assistant Cook/Cleaner/Cashier	10.88	11.22	11.64	12.08	12.53	13.00
Assistant Cooks/Cleaners/Cashiers hired prior to 9/1/07*	11.41	11.76	12.20	12.66	13.13	13.62
Paraeducators						
Interpreter	15.34	15.81	16.40	17.02	17.66	18.32
Job Placement Specialist	11.97	12.34	12.80	13.28	13.78	14.30
Native American Tutor	12.14	12.52	12.99	13.48	13.99	14.51
Instructional	11.97	12.34	12.80	13.28	13.78	14.31
Behavior Intervention Technician	15.66	16.14	16.75	17.38	18.03	18.71
LPN	15.96	16.45	17.07	17.71	18.37	19.06
COTA/PTA	18.51	19.08	19.80	20.54	21.31	22.11
School Assistants						
School Assistant	11.73	12.09	12.54	13.01	13.50	14.01
Technical						
Network Technician/Appl. Server Technician	21.16	21.81	22.63	23.48	24.36	25.27
Technology Support Specialist	17.94	18.49	19.18	19.90	20.65	21.42
Computer Field Technician	20.15	20.77	21.55	22.36	23.20	24.07
Telecommunication Technician	20.15	20.77	21.55	22.36	23.20	24.07
Transportation Dispatcher	17.08	17.61	18.27	18.96	19.67	20.41
Asst Transportation Dispatcher	15.61	16.09	16.69	17.32	17.97	18.64
Computer Programmer/Analyst	20.28	20.91	21.69	22.50	23.34	24.22
Computer Programmer/Operator	17.80	18.35	19.04	19.75	20.49	21.26
Head Printroom	15.16	15.63	16.22	16.83	17.46	18.11
Computer Operator, Printroom, Word Proc., Audio-Visual Tech	13.47	13.89	14.41	14.95	15.51	16.09
Printroom Specialist	13.95	14.38	14.92	15.48	16.06	16.66
Special Education Technician	14.98	15.44	16.02	16.62	17.24	17.89
Public Information Specialist	18.88	19.46	20.19	20.95	21.74	22.56

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

	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr
Secretarial/Clerical						
Bookkeeping:						
Payroll Officer	17.80	18.35	19.04	19.75	20.49	21.26
Bookkeeper/Accounting	14.31	14.75	15.30	15.87	16.47	17.09
Assistant Payroll	14.31	14.75	15.30	15.87	16.47	17.09
Nutrition Services Bookkeeper	13.47	13.89	14.41	14.95	15.51	16.09
Secretarial:						
Director, Executive Director	14.98	15.44	16.02	16.62	17.24	17.89
Central Office	14.31	14.75	15.30	15.87	16.47	17.09
Central Office Clerical/Receptionist	14.11	14.55	15.10	15.67	16.26	16.87
School Secretary Level I All school Head Secretaries/Senior High Bookkeeper	14.31	14.75	15.30	15.87	16.47	17.09
School Secretary Level II HS Attendance/Activities/Scheduling/ Counselor/ Media Asst-HS/District Curriculum Library	13.54	13.96	14.48	15.02	15.58	16.16
School Secretary Level III HS Receptionist/Asst Sec-Counselor/MS & Elem Asst Secretaries/Night Attendance	13.42	13.84	14.36	14.90	15.46	16.04
School Media Assistant	12.90	13.30	13.80	14.32	14.86	15.42
Nurse's Assistant	12.90	13.30	13.80	14.32	14.86	15.42
***Employees who are required to work a regular work shift, wherein four (4) hours or more of that shift occur after the hour of 12:00 Midnight, shall receive, in addition to their regular pay, a shift differential of \$0.50 per hour.						
<ul style="list-style-type: none"> • At the completion of the 15th year of service a 2.0% longevity stipend will be added to the highest step. • At the completion of the 20th year of service an additional 2.0% longevity stipend will be added to the highest step for a total of 4.0%. • At the completion of the 25th year of service an additional 2.0% longevity stipend will be added to the highest step for a total of 6.0%. • In contract year 2009-2010 longevity at 15, 20, 25 years will each increase by .5% for totals of 15 years 2.5%; 20 years 5%; and 25 years 7.5%. 						

EVEN START GRANT PROGRAM
(240 days per year)
2008-09

CLASSIFICATION **			Grant Salary			
Even Start Program Coordinator			22.05			
Even Start Family Support Advocate			19.09			
	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr
Even Start Assistant Secretary	13.14	13.55	14.06	14.59	15.14	15.71

** Effective September 1, 1997, salary consideration (increase/decrease) for Even Start employees will be tied to the allocation derived from the Even Start grant.

- At the completion of the 15th year of service a 2.0% longevity stipend will be added to the highest step.
- At the completion of the 20th year of service an additional 2.0% longevity stipend will be added to the highest step for a total of 4.0%.
- At the completion of the 25th year of service an additional 2.0% longevity stipend will be added to the highest step for a total of 6.0%.
- In contract year 2009-2010 longevity at 15, 20, 25 years will each increase by .5% for totals of 15 years 2.5%; 20 years 5%; and 25 years 7.5%.

All other contractual benefits will be accorded Even Start grant employees.

EARLY CHILDHOOD PROGRAM
CENTRAL VALLEY SCHOOL DISTRICT
SEPTEMBER 1, 2008 - AUGUST 31, 2011

EARLY CHILDHOOD PROGRAM						
2008-09						
CLASSIFICATION *	Prob	Reg	3 Yr	6 Yr	9 Yr	12 Yr
Program Specialist	15.69	16.18	16.67	17.17	17.69	18.22
Specialists: Fam Service Coord, Nurse	14.71	15.16	15.61	16.08	16.56	17.06
ECE Specialist (classroom teacher)	14.71	15.16	15.61	16.08	16.56	17.06
Child Care Site Coordinator	13.42	13.84	14.26	14.69	15.13	15.58
Child Care Assistant Site Coordinator	10.11	10.42	10.73	11.05	11.38	11.72
ECE Educational Assistant (Inclusive Preschool)	10.33	10.65	10.97	11.30	11.64	11.99
ECE Supervisory Assistant (Inclusive Preschool)	9.93	10.24	10.55	10.87	11.20	11.54
Child Care Supervisory Assistant	9.10	9.38	9.66	9.95	10.25	10.56
Food Service	9.93	10.24	10.55	10.87	11.20	11.54
Head Secretary	13.88	14.31	14.74	15.18	15.64	16.11
ECP Assistant Secretary	11.33	11.68	12.03	12.39	12.76	13.14
ECP Bookkeeper	13.88	14.31	14.74	15.18	15.64	16.11
<p>* ECP employees hired prior to September 1, 2006, who enroll their children in the Childcare Program will receive a 50% fee reduction. The 50% fee reduction will not be available to any ECP employee hired after August 31, 2006.</p>						
<p>Effective September 1, 1995, salary consideration (increase/decrease) for ECP employees will be tied to the allocation of the Department of Trade and Economic Development grant that funds the entire ECP program.</p>						
<ul style="list-style-type: none"> • At the completion of the 15th year of service a 2.0% longevity stipend will be added to the highest step. • At the completion of the 20th year of service an additional 2.0% longevity stipend will be added to the highest step for a total of 4.0%. • At the completion of the 25th year of service an additional 2.0% longevity stipend will be added to the highest step for a total of 6.0%. • In contract year 2009-2010 longevity at 15, 20, 25 years will each increase by .5% for totals of 15 years 2.5%; 20 years 5%; and 25 years 7.5%. 						

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ADDENDUM A

TRANSPORTATION DEPARTMENT

ROUTE CONFIRMATION PROCESS

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

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

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

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON
CENTRAL VALLEY CHAPTER

CENTRAL VALLEY
SCHOOL DISTRICT #356

BY: /s/ Jeff Cross
 Chapter President and Bargaining Chair

BY: /s/ Tom Dingus
 Board President

DATE: May 27, 2008

DATE: May 27, 2008