

COLLECTIVE BARGAINING AGREEMENT BETWEEN

EAST VALLEY SCHOOL DISTRICT

AND

PUBLIC SCHOOL EMPLOYEES OF EAST VALLEY

(SPOKANE)

SEPTEMBER 1, 2007- AUGUST 31, 2010

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P R E A M B L E

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

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

A R T I C L E I

RECOGNITION

Section 1.1. The District recognizes the association as the exclusive bargaining representative of all classified employees except as follows: Supervisor of Maintenance, Supervisor of Transportation, Maintenance Secretary, Manager of Fiscal Affairs, Manager of Human Resources, Payroll Officer, Administrative Clerks and Secretaries, Director of Technology, Network/Server Manager, and the Administrative Assistant for the Superintendent.

Section 1.2. Classifications. Classifications in the bargaining unit are as follows: Custodians, Food Service, Paraeducators, Maintenance, Secretary/Clerical, Transportation, Technical, Security, Health Services, and ECEAP.

Section 1.3. Substitute Employees. A substitute employee is one who fills in for another employee.

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

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ARTICLE II

DISTRICT RIGHTS

Section 2.1. The District retains the right, unless modified by specific provision within the Agreement, to:

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

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

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ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1. Job Descriptions. The District shall provide job descriptions for all employees subject to this Agreement. Modification of existing positions (excluding minor changes) shall require reopening of this Agreement to determine an appropriate wage only.

Section 3.1.1. Evaluations. An employee is evaluated on job performance within the classification, therefore, any evaluation must relate to the job description in that classification. Any changes in the job description must be made in accordance with paragraph one (1) of this section.

All regular employees will be evaluated on an annual basis. The evaluation will be discussed with the employee at the end of the evaluating period. 180-day employees will receive their evaluation no later than June 1 of each calendar year. All employees with greater length of employment (200-day, 220-day, etc.) will receive their evaluation no later than July 1 of each calendar year.

The evaluator for all employees in the building is the Principal or Program Supervisor (i.e. the Coordinator of Special Education, the Supervisor of Transportation, etc.). The Principal evaluates the Head Custodian. The Principal evaluates the subordinate Custodians with input from the Head Custodian. The Principal evaluates the Kitchen Manager. The Principal evaluates subordinate Kitchen Employees with input from the Kitchen Manager. Transportation employees are evaluated by the Supervisor of Transportation who may seek input from the Principals. Maintenance employees are evaluated by the Supervisor of Maintenance who may seek input from Principals. The Principal, the Coordinator of Special Education, or the Supervisor of Transportation as appropriate, evaluates Paraeducators. All of the evaluators may seek input from appropriate Teachers, Drivers, etc.

1 **Section 3.1.2. Evaluation of Substitutes.** At the conclusion of thirty (30) workdays, substitutes, in
2 all classifications will be evaluated by their supervisor with input from staff. Those doing
3 unsatisfactory work will be told so, but may continue to be used as a substitute in all areas except
4 transportation.

5
6 **Section 3.2. Letter of Assurance/Non-Assurance.** Each employee shall receive a letter of assurance
7 or non-assurance as per Employment Security Guidelines for the next school year from the District no
8 later than the last day of the school year. The notice shall state the date the employee will return to
9 work and the estimated number of hours per day of work.

10
11 **Section 3.3. Personnel File.** An employee shall have access to his/her personnel file. Any entry
12 added to the file will be dated and signed by the employee and employer (or Supervisor). A copy will
13 be given to the employee. Derogatory materials may be removed from the employee's file upon
14 written request from the employee and the approval of the Superintendent two (2) years from the date
15 of insertion. All personnel files will be maintained at the Administration Office by the Human
16 Resources Director. There will be no copies of personnel files in individual buildings or work sites.
17 Only training, medical, and leave records will be kept in any other file.

18
19 **Section 3.4. Confrontational Situations.** Employees, while acting within the scope of their duties as
20 an employee of East Valley School District, may use reasonable measures with a student, patron or
21 other person as is necessary to protect themselves from physical attack or injury.

22
23 If there is verified physical assault against an employee while on duty, the District will pay for the
24 reasonable cost of a restraining order against the assailant. Before such payment will be made the
25 District will fully investigate the incident(s) to determine the need for such an order.

26
27 **Section 3.5.** Employees assigned duties for a student with diabetes under the parameters of RCW
28 28A.201.330 (2) (a,b) shall be provided the training and right of refusal as described in the respective
29 code and District Policy.

30
31 **Section 3.6.** Employees assigned duties for a student requiring catheterization under the parameters of
32 RCW 28A.210.280 shall be provided the training and right of refusal as described in the respective
33 code and District Policy.

34 35 36 37 **ARTICLE IV**

38 39 **RIGHTS OF THE ASSOCIATION**

40
41 **Section 4.1. Personnel Report.** On or before the last day of October of each year, the District shall
42 provide Public School Employee's of Washington with the following information regarding each
43 employee in the bargaining unit: name, address, phone number, position, hours of employment, hourly
44 rate of pay and location of work. The effective date of the report will be October 1 of each
45 instructional year.

1 **Section 4.2. Seniority List.** On or before the last day of October of each year, the District shall
2 provide a seniority list, by classification, to include hire date and daily hours worked, to each work site
3 and the PSE President. Said list will be posted on the PSE bulletin board at each work site. A revised
4 copy of these lists will be provided by March 1 of each year and redistributed accordingly.
5

6 **Section 4.3. Association Representative Access.** Representatives of the Association shall have
7 access to the District premises during business hours, provided that no conferences or meetings
8 between employees and the Association representatives will in any way hamper or obstruct the normal
9 flow of work. The visiting delegate shall notify the Superintendent and/or the building Administrator
10 of his/her arrival and purpose.
11

12 **Section 4.4. Use of District Communications.** The Association may use school mail facilities,
13 electronic mail, or other communication services for distribution of official Association
14 communications with a courtesy copy given to the Principal and Superintendent at the time of general
15 distribution (election materials in support of or not in support of state wide or federal election issues
16 may not be distributed). School mail and facilities may be used for purposes intended to enhance
17 District-employee relations. Material and equipment may be used provided the District is reimbursed.
18

19 **Section 4.4.1. Bulletin Boards.** The District shall provide a bulletin board space in each work site for
20 the use of the Association. The Association shall have the right to post notices of activities and matters
21 of Association concern on these bulletin boards.
22

23 **Section 4.5. Use of District Facilities.** The Association shall have the right to use school facilities
24 and equipment at a reasonable time when such equipment is not otherwise in use. The Association
25 shall pay for the reasonable cost of all materials and supplies incident to such use. The Association
26 shall have the right to use District buildings for meetings and to transact official business, except if the
27 business relates to issues defined in Article XIX, i.e. work stoppage, strike, etc.
28

29 **Section 4.6. Association Leave.** Release time is granted to the Association President and his/her
30 designees to better carry on the duties of his/her office. This time will enable the President to better
31 represent the professional judgment of the Association to the Board, the Administration, and the
32 citizens of the District. This time will allow the President to oversee the responsibilities of the
33 Association as they relate Board policy. The amount of time to be released will be a maximum of
34 twenty (20) days total for the Association President and/or his/her official designee.
35

36 **Section 4.7. Interviews.** The Association shall participate in interviews when requested by the
37 District for the purpose of filling a bargaining unit position. The PSE President will be responsible for
38 providing the PSE members for the interview. Interviews for bargaining unit positions may be waived,
39 if mutually agreed to by the Association and the District.
40

41 **Section 4.8. Calendar.** The Association will participate on the District Calendar Committee and vote
42 on any school calendar proposals and any subsequent changes.
43

44 **Section 4.9. District Policy.** Copies of the District Policy manual shall be provided to each work site,
45 and one (1) copy to the PSE Executive committee. All revisions shall be provided for each copy
46 within two (2) weeks of final Board approval of such revisions.
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ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION & NEGOTIATION

Section 5.1. It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are matters relating to or affecting hours, wages, benefits, grievance procedures, and working conditions of employees subject to this Agreement.

Section 5.2. 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.

ARTICLE VI

LABOR MANAGEMENT MEETINGS

Section 6.1. The District and the East Valley Public School Employees shall conduct regular labor management meetings for the purpose of resolving problems and concerns that may arise. Meetings shall be conducted on a monthly basis, but they may be scheduled more frequently at the request of either party. The Superintendent and his/her designees shall meet with the Association President and his/her designees.

An agenda will be prepared and minutes will be kept of each meeting, with each party retaining the right of approval designated by signature.

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

ARTICLE VII

HOLIDAYS & VACATIONS

Section 7.1. Holidays (260/220 - Day Employees). All 260-day employees shall receive the following paid holidays when they fall within their calendar work year:

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

1 All 220-day employees shall receive the following paid holidays when such days fall within their
2 calendar work year:

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

8
9 Whenever a holiday falls on the employee's first day of rest, the day preceding shall be observed as a
10 holiday, unless in conflict with the adopted school calendar. When a holiday falls on the employee's
11 second day of rest, the day immediately following shall be observed as the holiday unless in conflict
12 with the adopted school calendar. In this event, the employee may take another mutually agreed upon
13 day.

14
15 When a holiday falls within an employee's vacation periods, either another day of vacation may be
16 taken or the original vacation request may be reduced. The option is at the employee's discretion.
17 Written documentation of the employee's decision must be submitted to the Human Resources
18 Department.

19
20 **Section 7.1.1. All Employees.** All employees (other than listed above) shall receive the following
21 paid holidays, if said holiday falls within their calendar work year:

- | | | |
|----|---------------------------|-------------------------------|
| 22 | | |
| 23 | 1. New Year's Day | 6. Thanksgiving Day |
| 24 | 2. Martin Luther King Day | 7. Day after Thanksgiving Day |
| 25 | 3. President's Day | 8. Day before/after Christmas |
| 26 | 4. Memorial Day | 9. Christmas Day |
| 27 | 5. Labor Day | |

28
29 **Section 7.1.2. Holiday Pay.** Any employee working a recognized holiday shall receive one and one-
30 half (1½) times his/her hourly rate of pay, plus holiday pay.

31
32 **Section 7.2. Vacation.** All vacation benefits shall be based on hire date and/or the anniversary of this
33 date. Vacation shall increase with years of service as indicated in the schedule below and such
34 increases shall be effective on the anniversary of the date of hire.

35
36 The days or hours are to be accumulated on a monthly basis so that on the anniversary date the total
37 number of days accumulated will reflect the experience schedule.

38
39 Each twelve (12) month employee shall receive vacation based on the following schedule.

40	Completed Years	Vacation
41	of service	Eligibility
42	1	5 days
43	2 - 5	10 days
44	6 - 14	16 days
45	15 - above	21 days

1 Non-annual employees who transfer to a twelve (12) month position will be placed at the appropriate
2 vacation level corresponding with total years of service in the district. Hours worked shall include
3 regular hours, in-service hours, extra hours before overtime, summer hours, and approved paid sick
4 leave.

5
6 Example: Hours Worked x days in each year

7 Add total hours worked divided by 2080 hours = Completed years of service

8
9 **Section 7.2.1.** Any accrued vacation in excess of thirty (30) days must be used or cashed out by
10 August 31. Vacation cash out shall be paid at the employees current rate of pay. Vacation days are
11 prorated by hire date.

12
13 **Section 7.2.2.** Employees hired on or before September 1, 2007 shall have four (4) years from
14 September 1, 2007 to use or cash out accrued vacation days up to fifteen (15) days by August 31 of
15 each school year.

16
17 **Section 7.2.3.** Upon resignation, retirement or separation from the School District employment an
18 eligible employee or the employee's estate, shall receive any accrued vacation earned at the
19 employee's current rate of pay with their final paycheck.

20 21 22 23 **ARTICLE VIII**

24 25 **WORK SHIFTS AND TRANSPORTATION ROUTES**

26
27 **Section 8.1. Work Schedules.** The normal work schedule shall consist of five (5) consecutive
28 workdays followed by two (2) days rest.

29
30 **Section 8.1.1. Shift Assignments.** Each employee will be assigned in advance to a shift with
31 designated times of beginning and ending.

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

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

39
40 **Section 8.1.1.2. Equal Use.** As much as possible, all substitutes will be used equally, regardless of
41 previous substitute days. A substitute shall be paid for no less than one-half (1/2) the amount of time
42 that he/she is initially called out for when asked to leave before the shift is over.

1 **Section 8.1.2. Rest Periods.** Eight (8) hour employees shall be allowed a meal period of at least
2 thirty (30) minutes which commences no less that two hours nor more than five hours from the
3 beginning of the shift. Meal period shall be on the employer's time when the employee is required by
4 the employer to remain on duty on the premises or at a prescribed work site in the interest of the
5 employer. No employee shall be required to work more than five consecutive hours without a meal
6 period. Employees working three or more hours longer than a normal workday shall be allowed at
7 least one thirty (30) minute meal period prior to or during the overtime period. Employees shall be
8 allowed a rest period of not less than fifteen (15) minutes on the employer's time for each four (4)
9 hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work
10 period.

11
12 Employees who are assigned to a shift less than eight (8) hours, rest/meal periods should be as follows:

13 7 ½ to 8 hour work shift	30 minute meal period/2 – 15 minute rest periods
14 5 ¼ to 7 ¼ hour work shift	30 minute meal period/15 minute rest period
15 3 ¼ to 5 hour work shift	15 minute rest period
16 *3 hours or less	No rest period

17
18
19 *If employees need a short rest period during this group of shifts, due to the nature of the job
20 responsibility, it should be worked out with their respective supervisor.

21
22 **Section 8.1.2.1.** Employees required to work through their regular meal periods will be given time to
23 eat at a time agreed upon by the employee and the supervisor. In the event the District requires an
24 employee to forego a lunch period and the employee works the entire shift, including the lunch period
25 the employee shall be compensated for the foregone meal period.

26
27 **Section 8.2.** Employees who are requested to work in another classification during the scheduled
28 hours for his/her regular position in the district that is normally paid at a higher rate shall be paid at the
29 higher rate for all hours worked in the assignment.

30
31 **Section 8.3.** Employees requested to work in another job classification for extra hours that are not part
32 of his/her regular position schedule shall be paid at that job classification rate on Schedule A, Step 1
33 for all hours worked.

34
35 **Section 8.4. Overtime.** All hours worked beyond forty (40) hours in any given week shall be
36 compensated at one and one-half (1½) times the employee's hourly rate in accordance with FLSA.

37
38 **Section 8.4.1. Sunday Shift.** Any time an employee is requested to work on a Sunday, when not part
39 of his/her regular shift, time and one-half is to be paid.

1 **Section 8.4.2. Compensatory Time.** When an employee is requested or required by the supervisor to
2 work hours beyond the regular scheduled hours of the position, the employee may elect compensatory
3 time (“comp time”) in lieu of pay as reimbursement. Once “comp time” has been agreed upon, hours
4 will accrue at the rate of one hour of “comp time” for each extra hour worked, until total time worked
5 for the week equals forty (40) hours. Hours worked in excess of forty (40) hours for the week will
6 accrue at the overtime rate of one and one-half (1½) hours for each hour worked over forty (40) hours.
7 The following guidelines on “comp time” shall apply:

- 8
- 9 1. Weekend hours are excluded from compensatory time accrual unless the normal work schedule
10 includes Saturday and Sunday.
- 11
- 12 2. Compensatory time may be chosen by the employee in lieu of overtime pay or additional pay.
- 13
- 14 3. The choice of compensatory time in lieu of overtime pay must be pre-approved by the
15 immediate supervisor except in emergency situations where the supervisor cannot be reached.
- 16
- 17 4. Compensatory time will be requested, confirmed and monitored on the employee’s monthly
18 time sheet.
- 19
- 20 5. Compensatory time is to be taken by mutual agreement between the employee and the
21 employee’s supervisor.
- 22
- 23 6. Substitutes may be used when “comp time” is taken, with supervisor approval.
- 24
- 25 7. Compensatory time shall be used within the quarter the time is earned. For the purpose of this
26 section, quarters are defined as:
27 September 1 – November 30
28 December 1 – the last day of February
29 March 1 – May 31
30 June 1 – August 31
31 Compensatory time not used by the last day of each quarter shall be submitted to the payroll
32 office for payment on the next paycheck.
- 33
- 34 8. Principals, supervisors, kitchen managers, or head custodians will confirm when “comp time” is
35 taken by initialing and identifying the hours on the appropriate time sheet.
- 36
- 37 9. Employee initiated “comp time” requests for a temporary, minor adjustment in the work
38 schedule for a given day need prior approval of the employee’s supervisor. Such minor
39 adjustments, whether employee initiated or supervisor requested can not result in overtime pay,
40 and should normally be reconciled during the current pay period.
- 41

42 **Section 8.5. Shift Differential.** Any shift where fifty percent (50%) or more of the shift is after 11:00
43 p.m. the entire shift will receive an additional twenty-five cent (\$.25) per hour differential.

44

45 **Section 8.6. Call-Outs.** Employees called back to work on a regular workday or called back to work
46 on Saturday or Sunday shall receive no less than two (2) hours pay at the appropriate rate. Examples:
47 Cold Weather Checks and Security Checks.

1 **Section 8.7. Organizational Use of Buildings.** In all cases when school facilities are made available
2 to any organization after normal working hours, a custodian shall be required on the premises, and
3 shall be compensated in accordance with the collective bargaining agreement.
4

5 School personnel, when using school facilities, will be advised by the District that they will leave the
6 room/school in the same condition they found it. If additional cleaning is needed it will be the
7 responsibility of those school personnel using the facilities.
8

9 **Section 8.7.1. Food Preparation Facilities.** In all cases under the preceding section when food
10 preparation facilities will be used, a kitchen supervisor, assistant cook or a food service employee who
11 has served in one of these positions, shall be required on the premises. If no building food service
12 employees are available, the additional times must be advertised to food service employees throughout
13 the District, and will be awarded on a seniority basis. Such employee(s) shall be compensated in
14 accordance with this Article.
15

16 **Section 8.8. School Closure.** Employees who do not receive notification of a school closure at least
17 one (1) hour prior to their normal reporting time will receive two (2) hours pay at their base hourly
18 rate.
19

20 **Section 8.8.1. Early Arrival.** Employees requested to report for work early shall do so, if possible.
21 Compensation shall begin when they report for work.
22

23 **Section 8.9. Transportation Personnel.** Recognizing that personnel in the transportation
24 classification present special shift problems, the parties agree that shifts shall be established in the
25 classification in relation to routes and driving times required for fulfilling tasks assigned by the
26 Supervisor of Transportation. The following shall apply:
27

- 28 1. Adjustments to routes will be made and bid annually between September 15th and October 1st.
29
- 30 2. Route time shall be a guaranteed minimum at the time of the annual bid. Routes posted
31 subsequent to the annual bid, in accordance with the terms of Section 16.2.2 of this agreement,
32 establish a new guaranteed minimum.
33
- 34 3. Layover time between routes shall be compensated at the driver's hourly rate for the first thirty
35 (30) minutes of such layover.
36
- 37 4. All drivers will be compensated at the driver's hourly rate for fifteen (15) minutes per day per
38 vehicle for the purpose of performing pre/post-operational safety checks and warm-up, in
39 addition to actual hours of driving time.
40
- 41 5. All information concerning the routes will be given to the drivers at least one (1) week (5
42 workdays) prior to the annual bid.
43
- 44 6. All drivers shall be compensated at the driver's hourly rate for a minimum of one (1) hour when
45 in attendance at driver staff meetings.
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1 The District will provide transportation paraeducators with training necessary to perform their duties.
2 In the event there is a paraeducator on a special education route, additional training will be provided at
3 district expense. Only paraeducators with appropriate training will be assigned to special education
4 routes/trips.
5

6 If a special education student requires a one-on-one paraeducator during school hours, a paraeducator
7 will be required to accompany said student to and from school on any regular education transportation
8 route.
9

10 **Section 8.9.1. Extra Trips.** Extra trips shall be defined as any and all bus trips other than regular
11 scheduled routes not scheduled on a regular daily basis. Whenever possible, except in emergency
12 cases, extra trips shall be displayed on the extra trip roster on the designated bulletin board at the
13 transportation office five (5) workdays in advance of the departure date. Extra trips shall be
14 compensated at the driver's hourly rate of pay, in accordance with Schedule A, for the posted
15 scheduled trip time plus thirty (30) minutes or the actual trip time plus thirty (30) minutes, whichever
16 is greater.
17

18 **Section 8.9.2. Assignment of Extra Trips.** Assignment of extra trips shall be made from a roster
19 based on seniority. Trips shall be awarded on the basis of seniority of the driver signed up for the trip.
20 If no regular driver signs up for a specific trip, the trip will be assigned to a substitute driver. No
21 driver shall be eligible for an extra trip if such assignment will place the driver at over forty (40) hours
22 in a week. When all drivers have had the opportunity to reach forty (40) hours in a week, the district
23 may use substitute drivers. If no substitute driver is available, and all drivers have reached forty (40)
24 hours, selection for overtime assignment will be on a rotating seniority basis. Drivers have priority
25 over substitutes for overtime assignments. Drivers who have not reached forty (40) hours in the week
26 will be assigned the work on a rotating seniority basis. A rotating seniority list for all extra trips shall
27 be established at the beginning of each school year.
28

29 Cancellation of extra trips on a school day, shall result in the assigned driver receiving compensation at
30 the driver's hourly rate, in accordance with Schedule A, for the actual time driven or his/her regular
31 route time whichever is greater. Transportation employees who do not receive a minimum of one (1)
32 hour notification for the cancellation of trips on a school day shall receive two (2) hours pay at the
33 driver's hourly rate, in accordance with Schedule A. In the event of a cancellation of extra trips while
34 in progress or on non-school days, the driver will be paid at his/her hourly rate for a minimum of two
35 (2) hours plus thirty (30) minutes, or actual drive time, whichever is greater.
36

37 In the event a regular driver has to cancel an extra trip and twenty-four (24) hours notice has been
38 given to the supervisor/designee, the trip will be assigned to the next available regular driver that bid
39 the trip and has time available. If a driver gives less than twenty-four (24) hours notice to cancel an
40 extra trip, after specific assignments have been made, the driver will relinquish bidding privileges for
41 the following week's extra trips (exception being emergencies).
42

43 **Section 8.10. Food Service.** Food Service workers have the option of working one (1) day with pay
44 on the last day of school or prior to the end of the current contract year.
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1 **Section 8.11. Driver's Physicals.** The District shall pay for a driver's physical once every twenty-
2 four (24) months. The District has established an arrangement with a qualified facility to provide
3 required physical examinations for drivers. Drivers have the option of obtaining the physical
4 examination from the District appointed facility or from a private physician. The District will
5 reimburse drivers at the current facility rate if they use a private physician.
6
7
8

9 10 11 **ARTICLE IX**

12 **PARAEDUCATORS**

13 **Section 9.1. Work Year.** Paraeducators shall be assigned a work year of one hundred eighty (180)
14 days, unless he/she begins the instructional year after the first day. The work year for kindergarten
15 paraeducators, one-on-one paraeducators and preschool workers will be determined by program and
16 student need. In the event of a serious budget shortfall, changes to the work year will be subject to the
17 layoff procedures in this agreement.
18

19 When there is a reduction of hours for one-on-one paraeducators because a student is absent; or a
20 reduction of hours for preschool workers if school days are reduced; the District will make every
21 attempt to use these workers as substitutes at their regular rate of pay.
22

23 **Section 9.2. Recess Duty.** In all instances of recesses there will be an attempt to keep the ratio of
24 students to paraeducators to one (1) paraeducator to one hundred fifty (150) students.
25

26 Whenever possible there will be a minimum of two paraeducators out at any recess. Students requiring
27 one-on-one paraeducator supervision during the regular school day will receive the similar supervision
28 on the playground.
29
30
31

32 **ARTICLE X**

33 **INSURANCE / RETIREMENT**

34 **Section 10.1.** Each employee of this bargaining unit who works a minimum of four (4) hours per day
35 shall be allotted the state BEA (Basic Education) insurance contribution per month per full-time
36 equivalent (FTE) to cover dental, vision, long term disability and medial insurance.
37
38

- 39
- 40 A. All employees in the bargaining unit are credited with the state insurance contribution;
 - 41
 - 42 B. All employees receive the BEA allocation amount regardless of funding source, i.e. Food
43 Service, Transportation, categorical programs, and any other non-BEA program;
 - 44
 - 45 C. The pool is based on ACTUAL staffing as of October 1 of each year, not just budgeted or
46 funded.
47
48

1 The allotment shall be based on an employee's compensated hours, prorated on the basis of one (1.0)
2 full-time equivalent (FTE) equal to 1,440 annual scheduled compensated hours. The allotment to
3 each employee shall not be deducted from any other employee or from the insurance pool. If an
4 employee is not eligible for participation in the pool, the employee's FTE insurance contribution will
5 be included in the pool calculations. An employee hired during the school year will receive insurance
6 contributions equal to the employee's FTE.

7
8 Excess contributions shall be pooled. (required by RCW 28A.400.280); e.g.,

9
10 In the event that the total monthly allocated amount for employees exceeds the monthly
11 premiums of the plans and coverage selected, then the amount by which the allocated
12 amount exceeds the premium amount shall go into a pool to be distributed on an
13 insurance FTE basis among those employees subject to an out of pocket deduction. In
14 the event that the monthly premium amount exceeds the allocated amount plus the pool
15 distribution then the difference shall be a monthly payroll deduction.

16
17 The pool shall be distributed on an (insurance) FTE basis. A copy of pool calculations shall be
18 provided to the Association President within five (5) days after completion. The district employee
19 benefit provider and plan(s) shall be subject to annual Association review and approval. The parties
20 agree to abide by state law relating to school district employee benefits as required by RCW
21 28A.400.275(1). This section shall reopen annually as required by RCW 28A.400.275(1).

22
23 **Section 10.1.1. Health Care Authority.** The District will pay the first \$25.00 per eligible FTE of the
24 State Health Care Authority subsidy.

25
26 **Section 10.1.2. Long Term Disability.** There is an elimination or waiting period before benefits
27 become payable. This elimination period is ninety (90) calendar days of each continuous period of
28 disability. It is the employee's responsibility to apply for benefits.

29
30 **Section 10.2. Liability Insurance.** The District shall provide tort liability insurance for all
31 employees.

32
33 **Section 10.3. Industrial Insurance.** The District shall make required contributions for State required
34 Industrial Insurance on behalf of all employees subject to this Agreement.

35
36 **Section 10.4. Unemployment Insurance.** The District shall maintain an Unemployment
37 Compensation Fund requisite to providing unemployment benefits for all employees subject to this
38 Agreement.

39
40 **Section 10.5. Retirement.** In determining whether an employee subject to this Agreement is eligible
41 for participation in the Washington State Public Employees Retirement System (PERS) or the
42 Washington State School Employees Retirement System (SERS), the District shall report all hours
43 compensated, whether straight time, overtime, or otherwise.

44
45 **Section 10.6. 125 Flex Plan.** A 125 Flex Plan shall be made available to the employees of this group.
46 Participation shall be at the option of the individual employee. The plan may cover un-reimbursed
47 healthcare expense, dependent care expense, and other insurance premiums.

1 **Section 10.7. VEBA I.** The District shall provide, as an employer paid benefit, a monthly VEBA I
2 contribution of thirty-five (\$35.00) dollars per benefit FTE to help defray out-of-pocket medical
3 expenses.
4
5
6

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

ARTICLE XI

LEAVES

Section 11.1. Sick, Injury, and Emergency Leave

Section 11.1.1. Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than ten (10) days of sick leave per school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's current normal daily work shift. Sick, injury, and emergency leave will be front loaded to the employee's leave balance in September of the instructional year, at time of hire or when the employee's workday increases.

Section 11.1.2. Sick Leave Incentive Program. Unused sick leave shall be administered in accordance with the Washington Administrative Code and East Valley School District Policy.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option he/she can cash out his/her unused sick leave days in January of each school year in which he/she has accumulated more than sixty (60) days of unused sick leave.

At the time of separation from school district employment an eligible employee or the employee's estate shall receive remuneration for unused sick leave at a rate equal to one day's monetary compensation for four (4) days of accumulated sick leave. An eligible employee means:

- A. Employees who separate from employment due to retirement or death;
- B. Employees who separate from employment and who are at least age fifty-five and have at least ten (10) years of service in SERS (3); or
- C. Employees who separate from employment and who are at least age fifty-five and have at least fifteen (15) years of service in SERS (2).

Section 11.1.3. Sick or Injury Leave. Sick or injury leave is defined as days of absence from duty because of personal illness or injury for which no deduction is made in compensation of the employee. Sick and injury leave may be taken to the full amount of accumulation.

Section 11.1.4. Emergency Leave. Emergency leave is defined as leave for a problem that must not have been precipitated and must be of such nature that preplanning was not possible, or where preplanning could not relieve the necessity for the employee's absence. Such leave is deductible from sick leave.

1 **Section 11.1.5.** A person commencing employment during the school year will be granted leave days
2 on a pro rata basis.

3
4 **Section 11.1.6.** Accumulated sick leave is transferable from other Washington School districts.
5 Employees transferring from another Washington school district shall provide a certificate of transfer
6 of accumulated sick leave.

7
8 **Section 11.2. Family Leave (Birth, Adoption and Terminal Health Condition).**

9
10 **Section 11.2.1.** Care for a newborn child or adopted child of the employee who is under the age of six
11 (6) at the time of placement for adoption. Leave under this section shall be completed within twelve
12 (12) months after the birth or placement for adoption, as applicable.

13
14 **Section 11.2.2.** Care for a child under eighteen (18) years old of the employee who has terminal health
15 condition. An employee is entitled to leave under this section only once for any given child.

16
17 **Section 11.2.3.** Family leave is deductible from sick leave, personal leave, and/or vacation hours.

18
19 **Section 11.2.4.** The leave required by this section may be unpaid. The District will continue to pay its
20 portion of the employee's insurance premium for three months once an employee is on unpaid leave
21 status.

22
23 **Section 11.2.5.** The leave required by this section is in addition to any leave for illness or temporary
24 disability because of pregnancy or childbirth.

25
26 **Section 11.2.6.** If one (1) parent works for the District the employee is entitled twelve (12) work
27 weeks of leave. If both parents work for this District, they are entitled to a total of twelve (12) work
28 weeks during any twenty-four (24) month period, and the District is not required to give both parents
29 leave at the same time.

30
31 **Section 11.2.7.** The employee shall give the District at least thirty (30) days written notice of the
32 intended dates of family leave for the birth or adoption of a child. If the employee has inadequate
33 notice of when he/she will obtain custody of an adopted child, the parties will agree to a revised
34 schedule. If the leave is to care for a dying child, the employee should provide written notice fourteen
35 (14) days in advance. If the need for leave is not foreseeable, the employee should give at least one (1)
36 workday's notice.

37
38 **Section 11.2.8.** The District may, at its expense, require verification of the family leave requirement
39 from the health care provider for disputes regarding (1) premature birth, (2) incapacitation of the
40 mother (3) maternity disability or (4) the terminal condition of a child.

41
42 **Section 11.2.9.** An employee returning from family leave is entitled to (1) the same position; or (2) an
43 equivalent position in hours and wages; or (3) the employee may take another job with the District,
44 unless the employee fails to provide timely notice or return on the established ending day of the leave.
45 The employee shall not lose benefits accrued before the leave. The District is not required to grant
46 benefits during the period of leave.

47
48 **Section 11.2.10.** Disputes concerning family leave will be dealt with per normal grievance procedures.

1 **Section 11.3. Employee Leave-Sharing.** Leave-sharing is designed to permit District employees to
2 come to the aid of a fellow employee who is suffering from, or has a relative or household member
3 suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition,
4 or who has been called to serve in the uniformed services, which has caused or is likely to cause the
5 employee to take leave without pay or terminate his or her employment.
6

7 Any person requesting donated sick leave must do so in writing to the Human Resources Department
8 preferably two (2) weeks in advance of need. Any person wanting to request donated sick leave must
9 first be out of all personal leave days, sick days and vacation days.
10

11 Any person wishing to donate leave must use accrued vacation leave first. Sick leave may be donated
12 if the donating employee's leave balance is greater than 176 hours after donation. A person can donate
13 his/her personal leave days at any time. A maximum donation by any one employee is six (6) days per
14 instructional year.
15

16 **Section 11.4. Bereavement Leave.** Employees are eligible for up to five (5) days leave per
17 occurrence for absence occasioned by the death of a relative residing in the household of the employee,
18 a sibling, parent-in-law, grandparent or grandchild residing elsewhere, or personal friend or relative
19 with whom the employee has had close familial ties equivalent to those with a relative listed above.
20

21 Up to ten (10) days will be allowed for absence occasioned by the death of a parent, spouse, or child.
22 Exception to this provision may be covered by Superintendent/Board action; requests for an exception
23 should be submitted in writing to the Human Resources Department prior to submission to the Board
24 of Directors. Bereavement is not deductible from sick leave. Bereavement leave is noncumulative.
25

26 Emergency leave may be used with bereavement leave. Emergency leave, when used with
27 bereavement leave, will be deducted from sick leave.
28

29 **Section 11.5. Industrial Insurance Leave.** In the event employees are absent for reasons which are
30 covered by industrial insurance, the District, upon receipt of official verification from the Department
31 of Labor and Industries or Northeast Washington Worker's Compensation, shall pay the employee the
32 amount equal to the difference between the amount paid the employee by the Department of Labor and
33 Industries, and the amount that the employee would normally earn. A deduction shall be made from
34 the employee's accumulated illness leave on a pro rata basis.
35

36 **Section 11.6. Jury Duty.** When an employee is required to perform jury duty, he/she shall do so
37 without loss of pay. Jury fees, exclusive of mileage and expenses, shall in each case, be remitted to the
38 District.
39

40 In the interest of maintaining the continuity of the educational program, whenever an employee is
41 released early from jury duty (half or more than half of the workday remaining), he/she shall contact
42 the building administrator for assignment.
43

44 **Section 11.6.1. Court Appearances/Summons.** Should an employee be requested to appear, or is
45 summoned to court for appearance, in a job-related incident, a copy of such written request shall be
46 provided to the Human Resources Department as proof of appearance. Employees shall do so without
47 loss of pay, unless the employee has brought the action against the District. Any court appearance
48 fees, exclusive of mileage and expenses, shall be remitted to the District.

1 **Section 11.7. Leave of Absence.** Upon the recommendation of the immediate supervisor through
2 administrative channels to the Superintendent, and upon approval of the Board of Directors, an
3 employee may be granted a leave of absence for a period not to exceed one (1) year. If such leave is
4 granted due to extended illness, one (1) additional year may be granted. An employee may be granted a
5 leave of absence for up to one (1) year, upon the approval of the Superintendent and the Board of
6 Directors, for the purpose of attending school.

7
8 A leave of absence will be a leave without pay or benefits with a guarantee to return to a comparable
9 position at the end of the year's leave or the next school year. Requests need to be filled out in writing
10 to the Human Resources Department by May 1 of the current school year for consideration of leave.
11 Exceptions to this time line will be reviewed on a case-by-case basis. Notice of return to employment
12 needs to be filed in writing with the Human Resources Department by May 1 of the following year.
13 The employee returning from leave will be assigned to the same or equivalent position occupied before
14 the leave of absence. Employees hired to fill the position of employees on leave of absence will be
15 hired for a specific period of time, during which they shall be subject to all provisions of this
16 Agreement. It shall be the responsibility of the employer to inform replacement employees of these
17 provisions.

18
19 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave
20 of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is
21 on a leave of absence; provided, however, that if such leave is approved for extended illness or injury,
22 seniority shall accrue.

23
24 **Section 11.8. Personal Leave.** All employees will be granted two (2) personal leave days, not
25 deducted from sick leave or emergency leave, pursuant to 11.1.5 with the ability to bank for three (3)
26 years with one hundred percent (100%) buyback. Buyback notification needs to be in by June 15th
27 and will be paid on the June paycheck, at the employee's hourly rate, Schedule A.

28
29 Annual Leave may not be taken in the first two (2) or last two (2) weeks of the school year nor in
30 conjunction with a vacation period or a holiday. Exceptions to these provisions may be made on a first
31 come, first serve basis subject to substitute availability. Employees may request exceptions to this
32 provision through the building/department supervisor. Final approval for annual leave during these
33 times will be approved by the Superintendent or his/her designee.

34
35 **Section 11.9. Military Leave.** Employees who are ordered or who volunteer because of compulsory
36 duty or active duty in the armed services of the United States shall be granted leave without pay.
37 Following release from military service the employee shall be reinstated to employment status and
38 shall be entitled to all rights and benefits in accordance with federal and state laws. In the case of
39 military service extending beyond the period of crisis or period of duty for which he/she originally
40 enlisted, the Board will make final determination. Military leave for reserve duty will comply with
41 requirements of federal statute and RCW 38.040.060. Whenever possible such reserve duty should be
42 performed during the summer months.

ARTICLE XII

CLASSIFIED STAFF DEVELOPMENT

Section 12.1. Compensation. The District will compensate each classified employee for any courses and/or training required as a condition of employment at the employee’s hourly rate. This will include but is not limited to first aid, blood borne pathogen, and diabetes classes as mandated by District, state or federal regulations.

Paraeducators, secretaries, bus drivers, custodians, head cooks, assistant cooks, security, health service, ECEAP and maintenance personnel will receive first aid training biannually

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

Section 12.2. Classified Staff Development Funds. The District will provide classified staff development funds of \$27,000 for each school year. Unused funds up to a maximum of \$2,500 shall be carried over to the following year and added to the fund. Use of the fund will include, but not be limited to inservice programs provided by the District or requested by individual employees or bargaining unit classification. Requests for using these funds will be made on the appropriate form.

Section 12.3. Reimbursement for meals, lodging, mileage (when a personal vehicle is used), and other necessary expenses, will be at the rate established by the Internal Revenue Service (IRS) and District policy for employees participating in District approved conferences, meetings, conventions, and other district business. Any meals included in the conference registration fee will not be reimbursed.

Section 12.4. Per Diem. Less than twelve (12) month employees will be granted up to an additional three (3) hours of pay per year to attend district/building orientation day activities. This time will be for district/building meetings.

Up to twenty (20) hours per year per employee working twenty (20) hours or more per week are to be used for meetings such as training workshops, committees, parent night, building or other activities as agreed upon with the employees supervisor when these activities are held outside the employee’s regular work hours. Prior arrangement should be made with the supervisor/principal. Employees working fewer than twenty (20) regular hours per week will receive ten (10) hours. Compensation will be at employee’s hourly rate of pay and in accordance with Section 8.2 of this agreement.

For the 2004-2005 and 2005-2006 fiscal years, up to ten (10) additional hours of pay will be available to paraeducators to receive training outside the employee’s normal workday to meet paraeducator core competencies and provisions of the No Child Left Behind Act of 2001.

Section 12.5. Orientation. Orientation of new hires and substitutes will be given within the first ninety (90) calendar days of employment. At that time, a copy of the district and building policies, utilization of sick days, benefits, school disciplinary policies, and notice of any required training will be given to the employee. New hires and substitutes will be paid the probation rate of pay for time spent in orientation activities.

ARTICLE XIII

DUES DEDUCTION – CHECKOFF – AGENCY SHOP

Section 13.1. Authorization. Upon receipt of a written employee dues deduction authorization and assignment from an employee, as defined under Article 1 Recognition, the District will make the appropriate payroll deduction as certified by the President of the Association and transmit the monthly dues to the PSE State Treasurer. Any changes in the rate of membership dues will require at least thirty (30) days written notice to the Payroll Department.

Section 13.2. Collection and Revocation. It is understood and agreed that this dues deduction system is only for the collection of dues (local and state) and shall not be used for the collection of any Association imposed fines, penalties or initiation fees.

Section 13.3. Association Membership. Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this agreement.

Section 13.3.1. New Hire Membership. 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) days of the effective date of this Agreement or within thirty (30) days 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 13.3.2. Right to Decline. The parties recognize that an employee should have the option of declining to participate as a member in 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. The service charge will be equivalent to the current agency fee, as determined by the Association, not later than December 1 of each instructional year. The service charge shall be collected by the Association in the same manner as monthly dues.

Section 13.3.3. Religious Objection. Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious theme or teaching of a church or religious body of which such employee is a member. Such an 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 to such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

Section 13.4. Notification of New Hires. The District will notify the Association President or his/her designee of all new hires within five (5) workdays of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

1 **Section 13.5. Checkoff.** The District shall deduct PSE dues or service charges from the pay of any
2 employee who authorized such deductions in writing pursuant to RCW 41.56.110. The District shall
3 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a
4 monthly basis. The District shall transmit local dues to the local Association treasurer or designee.
5

6 **Section 13.6. Hold Harmless.** The Association will indemnify, defend, and hold the District
7 harmless against any claims, suits, orders, and/or judgments against the District on account of any
8 checkoff of Association dues.
9

12 ARTICLE XIV

13 DISCIPLINE AND DISCHARGE OF EMPLOYEES

14 **Section 14.1. Sufficient Cause.** The District shall have the right to discipline or discharge an
15 employee for sufficient cause. The issue of sufficient cause shall be resolved in accordance with
16 Article XV, Grievance Procedure, hereinafter provided. If the District has reason to reprimand an
17 employee, it shall be done in a manner, which will not embarrass the employee before other employees
18 or the public. Employees shall have the right to have a representative present when being formally
19 disciplined.
20

21 **Section 14.2. Due Process.** All charges and information forming the basis for formal discipline shall
22 be provided to the employee in writing. An employee has the right to face his/her accuser(s) and to
23 question witnesses. Employees shall be informed of any complaints made against them within five (5)
24 workdays or said complaint shall be deemed null and void. If a complainant refuses to meet with the
25 employee and the employee's supervisor, or refuses to provide a signed, notarized, written statement
26 setting forth the precise complaint, then the issue will be considered hearsay, and will be considered
27 null and void. The principles of progressive discipline will apply to all formal disciplinary action.
28

29 **Section 14.3. Progressive Discipline.** When disciplining an employee the following progressive
30 discipline model will apply: 1) Verbal Warning; 2) Written Warning; 3) Letter of Warning – sent to
31 employee's personnel file; 4) Letter of Reprimand; 5) Suspension; 6) Termination.
32

33 Steps in this model may be skipped depending on the severity of the infraction.
34
35
36
37

38 ARTICLE XV

39 GRIEVANCE PROCEDURE

40 **Section 15.1.** Grievances arising between the District and its employees within the bargaining unit
41 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
42 Terms and Conditions of this Agreement, shall be resolved in strict compliance with this Article.
43
44
45
46
47
48

1 **Section 15.1.1. Purpose.** The purpose of this procedure is to provide for the orderly and expeditious
2 adjustment of grievances of individual employees and the association of the East Valley School
3 District at the lowest possible level.

4
5 **Section 15.1.2.** For the purpose of this section “workdays” are defined as those days that the District
6 Administration Office is open for business.

7
8 **Section 15.2. Procedures**

9
10 **Section 15.2.1. Step 1. - Initial Conference.** The adjustment of grievances shall be accomplished as
11 rapidly as is possible. To that end, the number of days within each step shall be considered as
12 maximum and every effort shall be made to expedite the process. Under unusual circumstances, the
13 time limit prescribed in this statement may be extended or reduced by mutual consent of the grievant
14 and the person or person by whom his grievance is being considered. A grievant shall first take up
15 his/her grievance with his immediate administrative supervisor in a conference(s), which may or may
16 not include an Association representative, within twenty (20) workdays of the occurrence prompting
17 the grievance. Should the immediate supervisor not be able to solve the grievance he/she may then
18 direct the grievant to the appropriate district administrator for adjudication of the grievance. Every
19 effort shall be made to adjust the grievance in an informal manner.

20
21 **Section 15.2.2. Step 2. - Written Grievance.** If no settlement is reached within ten (10) workdays
22 after receipt of the grievance under Step 1, a written statement of the grievance shall be submitted to
23 the appropriate supervisor. The written statement of the grievance shall contain the following
24 information:

- 25
26 A. The facts on which the grievance is based;
27
28 B. A reference to the provision(s) in this Agreement which have allegedly been violated; and
29
30 C. Remedies sought.

31
32 After the receipt of the written grievance, the appropriate supervisor will have ten (10) workdays in
33 which to resolve it by indicating on the statement of grievance their recommendations regarding
34 disposition. If employees so wish, they may be accompanied by an Association representative at this
35 step and in subsequent steps. If an agreeable disposition is made, all parties to the grievance shall sign
36 a settlement agreement signifying that the grievance has been resolved and subject to no further
37 processing.

38
39 **Section 15.2.3. Step 3. - Superintendent.** If no settlement has been reached at Step 2, and the
40 Association believes the grievance to be valid, a written statement of grievance shall be submitted
41 within ten (10) workdays to the District Superintendent or his/her designee. After such submission, the
42 parties will have ten (10) workdays from submission of the written statement of grievance to resolve
43 the grievance by indicating on the statement of grievance the disposition. If an agreeable disposition is
44 made, all parties to the grievance shall sign a settlement agreement signifying that the grievance has
45 been resolved and is subject to no further processing.

1 **Section 15.2.4. Step 4. - Binding Arbitration.** If the grievant is not satisfied with the disposition of
2 his/her grievance at Step 3, the Association may request in writing within ten (10) workdays, that
3 his/her grievance be submitted to Binding Arbitration. If this notice is not submitted to the
4 Superintendent within this ten (10) day limit, the grievance shall be deemed withdrawn. If any
5 question arises as to the arbitrability of the grievance, such question will first be ruled upon by the
6 arbitrator selected to hear the grievance.

7
8 **Section 15.2.4.2.** By mutual agreement, the parties agree to use either the Voluntary Rules of the
9 American Arbitration Association or the Modified Rules of the American Arbitration Association as
10 modified by the terms of this procedure.

11
12 **Section 15.2.4.3.** The arbitrator will be selected by the Public School Employees attorney and the
13 Superintendent of the District.

14
15 **Section 15.2.4.4.** The decision of the arbitrator will be submitted to the School Board and the grievant
16 and/or his/her representatives and will be final and binding upon the parties.

17
18 **Section 15.2.4.5.** The costs of arbitration for the services of the arbitrator, including per diem
19 expenses, travel, and the cost of the hearing room, will be borne equally by the District and the
20 Association.

21
22 **Section 15.2.4.6.** No party at interest in any grievance proceeding will be discriminated against
23 because of his/her use of the grievance procedure.

24
25 **Section 15.2.4.7.** The Association reserves the right, upon recommendation of the executive
26 committee, to pursue grievances on behalf of individual employees.

27
28 **Section 15.2.4.8.** Grievance investigation and handling will not interfere with work schedules
29 whenever possible.

30 31 32 33 **ARTICLE XVI**

34 35 **PROBATION, SENIORITY, AND LAYOFF PROCEDURES**

36
37 **Section 16.1. Probation.** Each new hire shall remain in a probationary status for a period of not more
38 than sixty (60) workdays within a job classification following the hire date.

39
40 Substitute employees who are subsequently hired into a regular position will be paid at the probation
41 rate for the (60) day period of their probation.

42
43 During the probationary period, the District may discharge the employee after review and discussion
44 with employee.

1 **Section 16.1.1. Change in Job Classification.** Employees who change job classifications or
2 positions within their classification within the bargaining unit shall have twenty (20) workdays on-the-
3 job “trial period”. If, at the end of the twenty (20) day period the District deems the employee
4 unqualified to meet the job requirements, the employee shall be returned to his/her former position.
5 The employee reserves the right to return to his/her former position within twenty (20) workdays.
6

7 **Section 16.2. Seniority.** The seniority of an employee within the total bargaining unit shall be
8 established as of the date on which the employee began continuous daily employment as a regular
9 employee (hereinafter referred to as the “hire date”) unless such seniority shall be lost as herein after
10 provided. If two or more employees are hired on the same day, the seniority position will be decided
11 by a drawing of lots.
12

13 If an employee leaves the bargaining unit to go to an exempt position, he/she must return within twelve
14 (12) months to retain seniority in the classification he/she left.
15

16 When employees change from one classification to another within the bargaining unit, they shall retain
17 their seniority rights within their former classification even though they have acquired a new hire date
18 in their new classification. Seniority rights shall accrue only when an employee is actively working
19 within a classification.
20

21 **Section 16.2.1. Promotions, Assignments, and Transfers.** In promotions, assignment to new or
22 open positions, transfers, and special services within the unit, qualifications and ability of the
23 employee shall be considered first, and in the event qualifications and performance are substantially
24 equal, the position shall be filled on a seniority basis.
25

26 If the District determines that a junior employee has ability and performance substantially greater than
27 the senior employee(s), the District shall set forth in writing to the senior employee(s), within fifteen
28 (15) workdays, its reason(s) why the senior employee(s) did not receive such position.
29

30 **Section 16.2.2. Posting Increases / Decreases.** Positions with an increase in daily hours of work of
31 sixty (60) minutes or less, or a decrease of thirty (30) minutes or less for pay purposes, within a given
32 school year, shall not be considered open and shall not be posted.
33

34 Food Service and Transportation employees will be an exception...these employees with a change
35 (increase or decrease) in hours of work of thirty (30) minutes or less for pay purposes, in a given
36 school year, will not be considered open and shall not have to be posted.
37

38 **Section 16.2.3. Shift and Vacation Selection, Overtime Assignment.** The employee with the
39 greatest seniority will have preferential rights regarding shift selection, vacation period selection, and
40 overtime, provided he/she is eligible, capable and qualified for such. Assignment of overtime will be
41 subject to the following:
42

- 43 1. In building within classification on a rotation basis; then
- 44
- 45 2. District wide by classification; then
- 46
- 47 3. Substitute.
- 48

1 **Section 16.2.4. Loss of Seniority.** The seniority of an employee shall be lost for the following
2 reasons:

- 3
- 4 A. Resignation;
- 5
- 6 B. Discharge for sufficient cause;
- 7
- 8 C. Retirement; or
- 9
- 10 D. Employment in an exempt position for twelve (12) months or more (see Section 16.2 -
11 Seniority).
- 12

13 **Section 16.2.5.** The seniority of an employee shall not be lost for the following reasons, without
14 limitation:

- 15
- 16 A. Time lost by reason of industrial accident or industrial illness or jury duty;
- 17
- 18 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
19 States;
- 20
- 21 C. Time spent on authorized leaves; except as noted in Article XI, Section 11.7.; or
- 22
- 23 D. Time spent in layoff status, unless layoff exceeds twenty-four (24) months. After twenty-four
24 (24) months seniority will not accrue.
- 25

26 **Section 16.3. Transfer of Previous Experience.** A new hire leaving one school district in
27 Washington State and commencing employment with East Valley School District shall retain the same
28 longevity, and leaves that he/she had in the previous district, pursuant to the terms and conditions of
29 the Collective Bargaining Agreement.

30

31 **Section 16.3.1.** Any new hire previously employed outside East Valley School District who is hired to
32 perform work similar to that in which he/she was previously engaged, shall be allowed longevity
33 credit. The district shall meet with the Association to determine proper salary placement for non-
34 district years of service.

35

36 **Section 16.4. Notice of Opening.** When a new or vacated position is open in any classification,
37 notice will be posted for ten (10) workdays, in all sites so that employees are notified and can apply in
38 a timely fashion. A copy of the posting will be sent to the PSE President. Said positions will then be
39 filled within the following ten (10) workdays.

40

41 Any employee wishing to be notified of vacancies occurring during the summer may check the District
42 Web page: www.evsd.org. The announcement will include the closing date, by which the employee
43 must have completed the application process.

44

45 If interviews are granted, all qualified employees will be guaranteed an interview for the posted
46 vacancies.

1 **Section 16.4.1. Temporary Positions.** A “temporary position” is one that is a new or an existing
2 position that is filled for a limited period of time. Should that period of time exceed thirty (30)
3 workdays in a sixty (60) calendar day period, then that position must be considered a permanent
4 regular position. As a permanent regular position, it will be posted for bid, and subject to all terms of
5 the contract.

6
7 Substituting for a regular employee on an approved leave (i.e., medical) does not qualify for temporary
8 status.

9
10 Seasonal work/summer school positions are to be excluded from the above agreement. Qualified non-
11 annual employees will have preferential seniority rights for seasonal work/summer school positions.

12
13 **Section 16.5. Layoff and Recall.** In the event of layoff, the District will first meet and confer with
14 the Association.

15
16 **Section 16.5.1. Position Displacement.** In the event a position displacement is caused by, but not
17 limited to, a layoff, position elimination, exercise of seniority rights, or a reduction in hours beyond the
18 limits of Article XVI, Section 16.2.2., an employee so affected shall exercise the following options.

19
20 **1. Position Availability.** The employee may elect to remain in the same reduced position in
21 the event that the position is still available; or

22
23 **2. District Seniority.** Layoff and recall shall be on a seniority basis (last in, first out in layoff
24 and last laid off shall be the first to be returned in recall); providing employees are capable of
25 and possess the qualifications necessary to fill the vacancy.

26
27 **Section 16.5.2. Reemployment List.** In the event of a layoff, the employee so affected shall be
28 placed on a reemployment list maintained by the District according to seniority. If the employee is on
29 layoff and new or open positions are posted, current employees will have priority. Employees on
30 layoff status will have priority over non-employees in filling open and new positions, provided the
31 employee is qualified. Names shall be maintained on the reemployment list for two (2) years. After
32 two (2) years, the employee shall, on a yearly basis, but no later than June 30th be required to file a
33 written notice requesting to remain on the reemployment list (not to exceed four (4) years total).

34
35 Employees in layoff status who return to the workforce as a substitute will be paid at the Step 1 hourly
36 rate of pay.

37
38 **Section 16.5.3. Address Changes.** An employee on layoff status shall file his/her address, in writing,
39 with the Human Resources Department of the District and shall thereafter promptly within thirty (30)
40 workdays advise the District, in writing, of any change of address. In the event an employee fails to
41 notify the District of such change, and a position is filled (within the thirty [30] workdays), the
42 employee shall remain on layoff status and the position selection shall stand.

43
44 **Section 16.5.4. Reemployment Offer.** An employee shall forfeit all rights of reemployment as
45 provided in Section 16.5 if the employee does not comply with the requirement of Section 16.5.2 and
46 16.5.3, or if the employee does not accept the offer of reemployment within five (5) workdays from the
47 date of such offer.

1 **Section 16.5.5. Voluntary Resignation.** An employee on layoff status who rejects an offer of
2 employment, provided that such employee is offered a position substantially equal to that held prior to
3 layoff, shall be considered to have voluntarily resigned and shall forfeit seniority and all other accrued
4 benefits.
5
6
7

8 A R T I C L E X V I I

9 **COMPLETE AGREEMENT**

10 **Section 17.1.** The Agreement expressed herein, in writing, constitutes the entire Agreement between
11 the parties, and no oral statement shall add to or supersede any of its provisions.
12
13
14

15 The parties acknowledge that during the bargaining which preceded this Agreement, each had the
16 unlimited right and opportunity to make demands and proposals with respect to any subject or matter
17 not removed by law from the area of collective bargaining and that the understandings and agreements
18 arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement.
19 Therefore, the District and the Association, for the life of this agreement, each voluntarily and
20 unqualifiedly waive this right and each agrees that the other shall not be obligated to bargain
21 collectively with respect to any subject or matter referred to or covered in this Agreement, or with
22 respect to any subject or matter not specifically referred to or not settled during bargaining, even
23 though such subject matter may not have been within the knowledge or contemplation of either or both
24 of the parties at the time they bargained or signed this Agreement. Such matters shall not be subject to
25 the grievance procedure.
26
27
28

29 A R T I C L E X V I I I

30 **TERMS AND CONDITIONS OF THIS AGREEMENT**

31 **Section 18.1. Duration.** Duration of this Agreement shall be from September 1, 2007 to August 31,
32 2010. Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
33 terms and conditions of Article XVIII, Section 18.2.
34
35
36

37 **Section 18.1.1.** Employees shall be compensated in accordance with the provisions of this Agreement for
38 all hours worked. Should the date of execution of this Agreement be subsequent to the effective date,
39 salaries, including overtime, shall be retroactive to the effective date.
40

41 **Section 18.1.2.** Retroactive pay, where applicable, shall be paid on the first regular payday following
42 execution of this Agreement, if possible, and in any case not later than the second regular payday.
43

44 In the case of retroactive pay resulting from negotiations pursuant to Article XVIII, Section 18.1, such
45 retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible,
46 and in any case not later than the second regular payday.
47
48

1 **Section 18.1.3.** Schedule A rates will be applied on September 1 of each contract year. Incremental
2 steps, where applicable, shall take effect on September 1 of each year during the term of this
3 Agreement; provided, the employee was actively employed during the previous contract year.

4
5 **Section 18.1.4.** Payroll checks will be direct deposited to the financial institution of the employee's
6 choice.

7
8 **Section 18.1.5.** Summer School work will be paid at the appropriate Schedule A rate of pay.

9
10 **Section 18.2. Reopeners.** This Agreement may be reopened at any time during its effective term. All
11 requests shall be written and specific times proposed for consideration, as well as the rationale for such
12 opening; provided, however, that this agreement shall be reopened annually to renegotiate Schedule A
13 and Article X.

14
15 **Section 18.3. Statutes.** This Agreement shall be subordinate to federal and state laws not existing or
16 hereinafter enacted.

17
18
19
20 **ARTICLE XIX**

21
22 **NO STRIKE / NO LOCKOUT**

23
24 **Section 19.1. No Strike.** The Association agrees that, during the life of this Agreement, it will not
25 cause, authorize, condone, sanction, or take part in any strike, walkout, work stoppage, withholding of
26 services for any reason, or other work interference.

27
28 In the event of a strike, work stoppage, withholding of service for any reason, or interference by
29 employees with the District's operation, the President of the Association shall, within twenty-four (24)
30 hours, publicly disavow such strike or work interference and formally request the employees to return
31 to work and attempt to bring about prompt resumption of normal school operations. Such requests
32 shall be made in writing, with a copy supplied to the District. The Association shall notify the District
33 within twenty-four (24) hours after the commencement of such work interruption as to the measures
34 taken to comply with this Section.

35
36 **Section 19.2. No Lockout.** The District agrees that during the life of this Agreement there shall be no
37 lockout of employees for any reason.

**SCHEDULE A
EAST VALLEY SCHOOL DISTRICT
SEPTEMBER 1, 2007 - AUGUST 31, 2008**

Position	Probation					
	<u>90%</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodians						
Lead Custodial (HS)	13.23	14.70	15.21	15.74	16.30	16.87
Lead Custodian	12.74	14.16	14.66	15.17	15.70	16.26
Night Foreman (HS)	12.07	13.41	13.88	14.37	14.87	15.39
Custodian	11.54	12.82	13.26	13.72	14.20	14.70
Custodial Liaison	13.81	15.34	15.87	16.43	17.01	17.60
Food Service						
High School Kitchen Manager	11.69	12.99	13.44	13.92	14.40	14.91
Kitchen Manager	10.76	11.96	12.38	12.82	13.26	13.72
Asst. Cook (Laundress)	9.67	10.74	11.12	11.50	11.91	12.33
Server	8.61	9.57	9.90	10.25	10.61	10.98
Paraeducators						
Educational Assistant Office, Building LOC, Instructional Technology						
Educational Assistant, Transportation Asst., Library Technician, *Medicine Giver	10.22	11.36	11.75	12.17	12.60	13.04
Special Education *special training	11.25	12.50	12.94	13.39	13.86	14.35
Behavior Management Assistant	14.78	16.42	17.00	17.59	18.21	18.84
Maintenance						
Maintenance Specialist	13.81	15.34	15.87	16.43	17.01	17.60
HVAC, Journeyman Electrician, Journeyman Plumber	15.91	17.68	18.30	18.94	19.60	20.29
Maintenance Assistant	11.54	12.82	13.26	13.73	14.20	14.70
Grounds Assistant	9.38	10.42				
Secretarial/Clerical						
Secretary/Bookkeeper	12.74	14.16	14.66	15.17	15.70	16.26
High School Receptionist	10.71	11.90	12.33	12.75	13.20	13.66

**SCHEDULE A
EAST VALLEY SCHOOL DISTRICT
SEPTEMBER 1, 2007 - AUGUST 31, 2008**

Position	Probation					
	<u>90%</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Transportation						
Bus Driver	13.09	14.54	15.05	15.58	16.12	16.68
Lead Mechanic	15.26	16.96	17.56	18.16	18.81	19.46
Mechanic	13.50	15.00	15.54	16.08	16.64	17.22
Warehouse	12.14	13.49	13.97	14.46	14.96	15.48
Courier, Warehouse Assistant	9.29	10.32	10.68	11.06	11.44	11.84
Dispatcher	13.92	15.47	16.02	16.58	17.16	17.76
Driver Trainer	Duties will be paid at two dollars (\$2) an hour above the Employee's rate of pay					
Technical						
Print Shop Operator	12.66	14.07	14.57	15.07	15.60	16.15
Computer Technician	14.21	15.79	16.34	16.91	17.51	18.12
Technology Support Assistant	13.85	15.39	15.93	16.49	17.07	17.76
Security						
Campus Supervisor	14.34	15.93	16.48	17.06	17.66	18.28
Health Services						
RN & BSN	19.75	21.94	22.72	23.52	24.33	25.19
LPN	14.38	15.98	16.55	17.12	17.72	18.34

***Notes:**

1. All Employees with 15 years of service will receive longevity pay at the rate of 25 cents per hour
2. Any shift where 50% or more of the shift is after 11:00 pm, the entire shift will receive an additional twenty-five cents (\$.25) per hour
3. Behavior Management Assistants hired prior to June 30, 2006 will be "grandfathered" at their 2005-2006 Schedule A rate of pay plus any state COLA for the duration of their employment with the District or until their pay level falls onto any current Schedule A.

**SCHEDULE A
EAST VALLEY SCHOOL DISTRICT
SEPTEMBER 1, 2007 - AUGUST 31, 2008**

ECEAP	Probation <u>90%</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5-9 Year</u>	<u>10-14 Year</u>	<u>15 Year</u>
*Director (220 days)	23.57	26.18	27.07	27.96	28.84	29.75	30.94	32.14
*Lead Teacher (180 days)	15.16	16.84	17.49	18.16	18.81	19.47	20.12	20.78
*Family Services Coordinator (200 days)	15.26	16.95	17.49	18.37	19.25	20.12	21.00	21.87
*Assistant Teacher 1 (180 days)	12.12	13.46	13.90	14.36	14.80	15.25	15.70	16.15
Assistant Teacher 2	9.81	11.30	11.72	12.15	12.60	13.07	13.55	14.05

Note: ECEAP is totally funded by a grant

Longevity increases given at the following rate (not included in schedule):
\$0.25 per hour at 15 years

***Certificates/degrees required**

(15 credit/clock hours required annually to maintain this position)

*Director	Masters of Education
*Lead Teacher	Associate of Arts in Early Childhood
*Family Service Coordinator	Bachelor of Arts in Social Work
*Assistant Teacher I	Child Development Associate Credential (CDAC)

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON
EAST VALLEY SPOKANE CHAPTER

EAST VALLEY SCHOOL DISTRICT #361

DATE: November 26, 2007

DATE: November 27, 2007

BY: Signed by
Kathy Ostrander, President

BY: Signed by
June Sine, Board Chairperson

BY: Signed by
Janet Jenkins, Vice President

BY: Signed by
Kerri Lunstroth, Co-Chair

BY: Signed by
Karen Campbell, Secretary

BY: Signed by
Jerry Shaw, Board Member

BY: Signed by
Della Hedrick, Treasurer

BY: Signed by
Michael King, Board Member

BY: Signed by
Stevie Skidmore, Grievance Chair

BY: Signed by
Roger Trainer, Board Member

BY: Signed by
Debra Howard, Interim Superintendent