

COLLECTIVE BARGAINING AGREEMENT BETWEEN

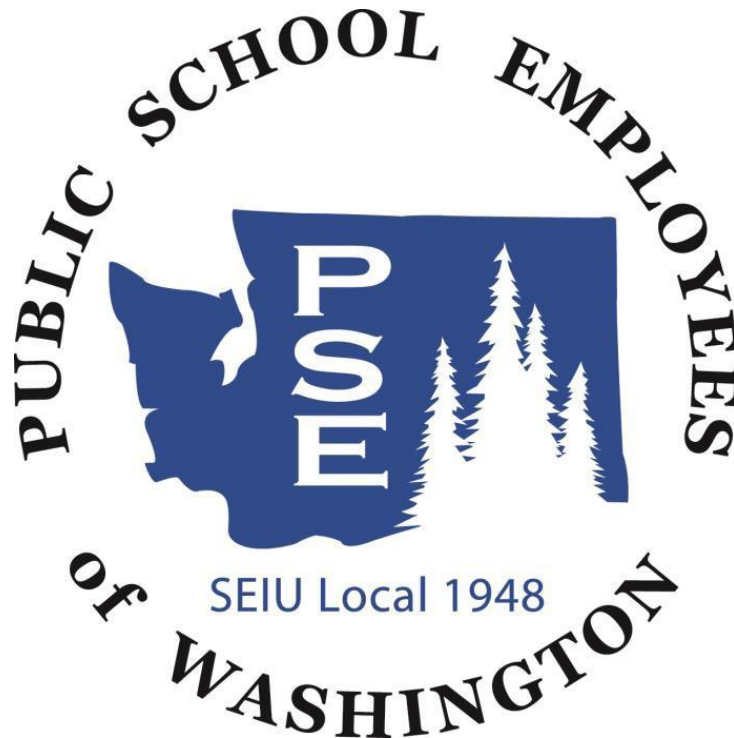
**EAST VALLEY SCHOOL DISTRICT #361**

AND

**PUBLIC SCHOOL EMPLOYEES OF WASHINGTON**

**EAST VALLEY (SPOKANE)**

SEPTEMBER 1, 2018 - AUGUST 31, 2021



**Public School Employees of WA/SEIU Local 1948**

P.O. Box 798

Auburn, Washington 98071-0798

1-866-820-5652

[www.pseclassified.org](http://www.pseclassified.org)

## TABLE OF CONTENTS

|   | Page  |
|---|-------|
| PREAMBLE  | 1     |
| ARTICLE I RECOGNITION                                       | 1     |
| ARTICLE II DISTRICT RIGHTS                                  | 1     |
| ARTICLE III RIGHTS OF THE EMPLOYEES                         | 2     |
| ARTICLE IV RIGHTS OF THE ASSOCIATION                        | 3     |
| ARTICLE V APPROPRIATE MATTERS FOR CONSULTATION/NEGOTIATIONS | 5     |
| ARTICLE VI LABOR MANAGEMENT MEETINGS                        | 5     |
| ARTICLE VII HOLIDAYS AND VACATIONS                          | 6     |
| ARTICLE VIII WORK SHIFTS AND TRANSPORTATION ROUTES          | 7     |
| ARTICLE IX PARAEDUCATORS                                    | 15    |
| ARTICLE X INSURANCE AND RETIREMENT                          | 15    |
| ARTICLE XI LEAVES   | 17    |
| ARTICLE XII CLASSIFIED STAFF DEVELOPMENT                    | 21    |
| ARTICLE XIII DUES DEDUCTION, CHECKOFF, AGENCY SHOP          | 22    |
| ARTICLE XIV DISCIPLINE AND DISCHARGE OF EMPLOYEES           | 24    |
| ARTICLE XV GRIEVANCE PROCEDURE                              | 24    |
| ARTICLE XVI PROBATION, SENIORITY AND LAYOFF PROCEDURES      | 27    |
| ARTICLE XVII COMPLETE AGREEMENT                             | 31    |
| ARTICLE XVIII TERM AND CONDITIONS OF THIS AGREEMENT         | 32    |
| ARTICLE XIX NO STRIKE / NO LOCKOUT                          | 33    |
| SIGNATURE PAGE  | 33    |
| SCHEDULE A  | 34-36 |

1 **PREAMBLE**

2  
3 This agreement is made and entered into between East Valley School District 361 (hereinafter referred  
4 to as “District”) and the Public School employees of East Valley School District, an affiliate of Public  
5 School Employees of Washington/SEIU Local 1948 (hereinafter referred to as “Association”).  
6

7 The parties agree that it is in their mutual interest to promote systematic and effective employee-  
8 management cooperation, and to bargain in good faith with respect to wages, hours, and working  
9 conditions.  
10

11  
12 **ARTICLE I**

13 **RECOGNITION**

14  
15  
16 **Section 1.1.**

17 The District recognizes the association as the exclusive bargaining representative of all classified  
18 employees except as follows: Directors, Executive Directors, Assistant Directors, Assistant  
19 Superintendents, Administrative Central Office Staff, Central Office Technology, Alternative  
20 Learning Education School Support Personnel, and the Administrative Assistant for the  
21 Superintendent.  
22

23  
24 **Section 1.2. Classifications.**

25 Classifications in the bargaining unit are as follows: Custodians, Food Service, Paraeducators,  
26 Maintenance, Secretary/Clerical, Transportation, Security, Health Services, and ECEAP.  
27

28 **Section 1.3. Substitute Employees.**

29 A substitute employee is one who fills in for another employee.

- 30 1. Substitute employees who work less than one-sixth (1/6) of the workdays in a normal academic  
31 year are not covered by this Agreement.  
32 2. Substitute employees doing bargaining unit work who work one-sixth (1/6) of a normal  
33 academic year, in any twelve (12) month period and continue to be available for work, will be  
34 included in the bargaining unit limited to the following provisions of the collective bargaining  
35 agreement: Article III; such substitutes shall be members of the bargaining unit for the period  
36 during which they are substituting (Article XIII) and shall receive the substitute rate of pay.  
37 Positions which run longer than thirty (30) consecutive days will be posted.  
38

39  
40 **ARTICLE II**

41 **DISTRICT RIGHTS**

42  
43 **Section 2.1.**

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

- 45 1. Direct all employees;  
46 2. Hire, promote, demote, assign, reassign, and retain employees, and to suspend or discharge  
47 them for sufficient cause;  
48



3. Relieve employees from duties because of lack of work or other legitimate reason, using the process set forth in Article XVI, Section 16.5;
4. Determine the method, number, and kinds of personnel required, temporarily or permanently;
5. Determine the duties of and develop job descriptions for employees.

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

## ARTICLE III

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

#### **Section 3.2. Letter of Assurance/Non-Assurance.**

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

#### **Section 3.3. Personnel File.**

An employee shall have access to his/her personnel file. Any derogatory entry added beyond written warnings to the file will be dated and signed by the employee and employer (or supervisor). A copy will be given to the employee. Derogatory materials may be removed from the employee's file upon written request from the employee and the approval of the Superintendent two (2) years from the date of insertion. All personnel files and medical files will be maintained at the Administration Office by the Human Resources Department.

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

1 **Section 3.3.1. Supervisor's Working File.**

2 Material in a supervisor's working file on an employee must be justified if used for disciplinary  
3 reasons and must follow the progressive disciplinary process.  
4

5 **Section 3.4. Confrontational Situations.**

6 Employees, while acting within the scope of their duties as an employee of East Valley School District,  
7 may use reasonable measures with a student, patron or other person as is necessary to protect  
8 themselves from physical attack or injury.  
9

10 If there is verified physical assault against an employee while on duty, the District will pay for the  
11 reasonable cost of a restraining order against the assailant. Before such payment will be made the  
12 District will fully investigate the incident(s) to determine the need for such an order.  
13

14 **Section 3.5.**

15 Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330 (2)  
16 (a-b) shall be provided the training and right of refusal as described in the respective code and District  
17 Policy.  
18

19 **Section 3.6.**

20 Employee's assigned duties for a student requiring catheterization under the parameters of RCW  
21 28A.210.280 shall be provided the training and right of refusal as described in the respective code and  
22 District Policy.  
23  
24  
25

26 **ARTICLE IV**

27 **RIGHTS OF THE ASSOCIATION**

28  
29 **Section 4.1. Personnel Report.**

30 On or before the last day of October and April of each year, Public School Employees of  
31 Washington/SEIU Local 1948 will request and the District shall provide the following information  
32 regarding each employee in the bargaining unit: name, address, phone number, position, hours of  
33 employment, hourly rate of pay and location of work.  
34  
35

36 **Section 4.1.1. New Employees.**

37 The PSE Chapter President and Membership Officer will be notified of all newly hired  
38 employees within thirty (30) days of their hire. This information will include: name, job title,  
39 classification(s), District email address, hours of employment, hourly rate of pay, and  
40 worksite(s).  
41

42 The District will provide the Union reasonable access to new employees per State law. The  
43 time and location of these meetings shall be mutually agreed upon between Union leadership,  
44 the employee and the new employee's supervisor.  
45

46 **Section 4.2. Seniority List.**

47 On or before the last day of October of each year, the District shall provide a seniority list, by  
48 classification, to include hire date and daily hours worked, to each work site and the PSE President.

1 Said list will be posted on the PSE bulletin board at each work site. A revised copy of these lists will  
2 be provided by March 1 of each year and redistributed accordingly.

3  
4 **Section 4.3. Association Representative Access.**

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

9  
10 **Section 4.4. Use of District Communications.**

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

17  
18 **Section 4.4.1. Bulletin Boards.**

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

22  
23 **Section 4.5. Use of District Facilities.**

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

29  
30 **Section 4.6. Association Leave.**

31 Release time is granted to the Association President and his/her designees to better carry on the duties  
32 of his/her office. This time will enable the President to better represent the professional judgment of  
33 the Association to the Board, the Administration, and the citizens of the District. This time will allow  
34 the President to oversee the responsibilities of the Association as they relate Board policy. The amount  
35 of time to be released will be a maximum of twenty-five (25) days total for the Association President  
36 and/or his/her official designee.

37  
38 Association representatives when leaving their work shall first obtain permission from their immediate  
39 supervisors. Supervisor's permission in these instances will be reasonably given. The employees will  
40 report their return to work to their supervisors.

41  
42 **Section 4.7. Interviews.**

43 The Association shall participate in interviews when requested by the District for the purpose of filling  
44 a bargaining unit position. The PSE President will be responsible for providing the PSE members for  
45 the interview. Interviews for bargaining unit positions may be waived, if mutually agreed to by the  
46 Association and the District.

1 **Section 4.8. Calendar.**

2 The Association will participate on the District Calendar Committee and vote on any school calendar  
3 proposals and any subsequent changes.  
4

5 **Section 4.9. District Policy.**

6 The District Policy manual shall be posted on the district website and updated appropriately.  
7  
8  
9

10  
11 **ARTICLE V**

12  
13 **APPROPRIATE MATTERS FOR CONSULTATION & NEGOTIATION**

14  
15 **Section 5.1.**

16 It is agreed and understood that matters appropriate for consultation and negotiation between the  
17 District and the Association are matters relating to or affecting hours, wages, benefits, grievance  
18 procedures, and working conditions of employees subject to this Agreement.  
19

20 **Section 5.2.**

21 Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
22 Association representatives and/or appropriate officials of the District.  
23  
24  
25  
26

27 **ARTICLE VI**

28  
29 **LABOR MANAGEMENT MEETINGS**

30  
31 **Section 6.1.**

32 The District Superintendent and/or designee and the East Valley Public School Employees shall  
33 conduct regular labor management meetings for the purpose of resolving problems and concerns that  
34 may arise. Meetings shall be conducted on a monthly basis, but they may be scheduled more frequently  
35 at the request of either party.  
36

37 An agenda will be prepared and minutes will be kept of each meeting, with each party retaining the  
38 right of approval designated by signature. A note taker will be assigned to the task of taking minutes  
39 to be shared with both parties.  
40

41 Association leave shall be granted in accordance with Section 4.6.  
42  
43  
44  
45  
46  
47  
48

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

**ARTICLE 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. Veterans 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              | 12. Day before New Year's Day     |

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

- |                           |                                   |
|---------------------------|-----------------------------------|
| 1. New Year's Day         | 7. Veterans 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              |                                   |

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

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

**Section 7.1.1. All Employees.**

All employees (other than listed in Section 7.1) shall receive the following paid holidays, if said holiday falls within their calendar work year:

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

**Section 7.1.2. Holiday Pay.**

Any employee working a recognized holiday shall receive one and one-half (1½) times his/her hourly rate of pay.





1 **Section 7.2. Vacation.**

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

5  
6 The days or hours are to be accumulated on a monthly basis so that on the anniversary date the total  
7 number of days accumulated will reflect the experience schedule.

8  
9 Each twelve (12) month employee shall receive vacation based on the following schedule.

| <u>Completed Years of Service</u> | <u>Vacation Eligibility</u> |
|-----------------------------------|-----------------------------|
| 1                                 | 5 days                      |
| 2-5                               | 10 days                     |
| 6-14                              | 16 days                     |
| 15-19                             | 21 days                     |
| 20- above                         | 25 days                     |

17  
18 Non-annual employees who transfer to a twelve (12) month position will be placed at the appropriate  
19 vacation level corresponding with total years of service in the district. Hours worked shall include  
20 regular hours, in-service hours, extra hours before overtime, summer hours, and approved paid sick  
21 leave.

22  
23 Example: Hours worked X days in each year  
24 Add total hours worked divided by 2080 hours = Completed years of service

25  
26 **Section 7.2.1.**

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

31  
32 **Section 7.2.2.**

33 Upon resignation, retirement or separation from the School District employment an eligible  
34 employee or the employee’s estate, shall receive any accrued vacation earned at the employee’s  
35 current rate of pay with their final paycheck.

36  
37  
38  
39 **ARTICLE VIII**

40  
41 **WORK SHIFTS AND TRANSPORTATION ROUTES**

42  
43 **Section 8.1. Work Schedules.**

44 The normal work schedule shall consist of five (5) consecutive workdays followed by two (2) days  
45 rest.



1 **Section 8.1.1. Shift Assignments.**

2 Each employee will be assigned in advance to a shift with designated times of beginning and  
3 ending.

4  
5 All information concerning transportation routes will be given to the drivers at least one (1)  
6 week (5 workdays) before they (the drivers) have to bid.

7  
8 It shall be a management prerogative to adjust shifts and designate times as the need arises.  
9 Except in emergency situations, management shall provide at least one (1) weeks' notice in  
10 writing prior to changing work schedules or times regularly scheduled.

11  
12 **Section 8.1.2. Rest Periods.**

13 Eight (8) hour employees shall be allowed a meal period of at least thirty (30) minutes which  
14 commences no less than two (2) hours nor more than five (5) hours from the beginning of the  
15 shift. Meal period shall be on the employer's time when the employee is required by the  
16 employer to remain on duty on the premises or at a prescribed work site in the interest of the  
17 employer. No employee shall be required to work more than five (5) consecutive hours without  
18 a meal period. Employees working three or more hours longer than a normal workday shall be  
19 allowed at least one thirty (30) minute meal period prior to or during the overtime period.  
20 Employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's  
21 time for each four (4) hours of working time. Rest periods shall be scheduled as near as  
22 possible to the midpoint of the work period. Lunch times and breaks will be written into the  
23 employees' daily work schedule.

24  
25 Employees who are assigned to a shift less than eight (8) hours, rest/meal periods should be as  
26 follows:

|    |                            |  |
|----|----------------------------|--|
| 27 |                            |  |
| 28 | 7 ½ to 8 hour work shift   | 30 minute meal period/2 – 15 minute rest periods |
| 29 | 5 ¼ to 7 ¼ hour work shift | 30 minute meal period/15 minute rest period      |
| 30 | 3 ¼ to 5 hour work shift   | 15 minute rest period                            |
| 31 | *3 hours or less           | No rest period                                   |

32  
33 \*If employees need a short rest period during this group of shifts, due to the nature of the job  
34 responsibility, it should be worked out with their respective supervisor.

35  
36 **Section 8.1.2.1.**

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

42  
43 **Section 8.1.3. Food Service.**

44 Food Service workers have the option of working one (1) day with pay on the last day of school  
45 or prior to the end of the current contract year. This time must be turned in on the employee's  
46 timesheet.



1 **Section 8.2.**

2 Employees who are requested to work in another position during the scheduled hours for his/her  
3 regular position in the district that is normally paid at a higher rate shall be paid at the higher rate for  
4 all hours worked in the assignment.

5  
6 **Section 8.3.**

7 Employees requested to work in another job position for extra hours that are not part of his/her regular  
8 position schedule shall be paid at that job position rate on Schedule A, Step 1 for all hours worked.

9  
10 **Section 8.4. Overtime.**

11 All hours worked beyond forty (40) hours in any given week shall be compensated at one and one-half  
12 (1½) times the employee's hourly rate in accordance with FLSA.

13  
14 **Section 8.4.1. Sunday Shift.**

15 Any time an employee is requested to work on a Sunday, when not part of his/her regular shift,  
16 time and one-half is to be paid.

17  
18 **Section 8.4.2. Compensatory Time.**

19 When an employee is requested or required by the supervisor to work hours beyond the regular  
20 scheduled hours of the position, the employee may elect compensatory time ("comp time") in  
21 lieu of pay as reimbursement. Once "comp time" has been agreed upon, hours will accrue at the  
22 rate of one hour of "comp time" for each extra hour worked, until total time worked for the  
23 week equals forty (40) hours. Hours worked in excess of forty (40) hours for the week will  
24 accrue at the overtime rate of one and one-half (1½) hours for each hour worked over forty (40)  
25 hours.

26  
27 The following guidelines on "comp time" shall apply:

- 28 1. Weekend hours are excluded from compensatory time accrual unless the normal work  
29 schedule includes Saturday and Sunday.
- 30  
31 2. Compensatory time may be chosen by the employee in lieu of overtime pay or  
32 additional pay.
- 33  
34 3. The choice of compensatory time in lieu of overtime pay must be pre-approved by the  
35 immediate supervisor except in emergency situations where the supervisor cannot be  
36 reached.
- 37  
38 4. Compensatory time will be requested, confirmed and monitored and shall be submitted  
39 to be recorded monthly.
- 40  
41 5. Compensatory time is to be taken by mutual agreement between the employee and the  
42 employee's supervisor.
- 43  
44 6. Substitutes may be used when "comp time" is taken, with supervisor approval.
- 45  
46 7. Compensatory time shall not exceed a balance of thirty (30) hours at any one time.  
47 Compensatory time not used by July 31st shall be submitted to the payroll office for  
48 payment on the next paycheck.

- 1 8. Principals, supervisors, kitchen managers, or lead custodians will confirm when “comp  
2 time” is taken by initialing and identifying the hours on the appropriate time sheet.  
3  
4 9. Employee initiated “comp time” requests for a temporary, minor adjustment in the work  
5 schedule for a given day need prior approval of the employee’s supervisor. Such minor  
6 adjustments, whether employee initiated or supervisor requested cannot result in  
7 overtime pay, and should normally be reconciled during the current pay period.  
8

9 **Section 8.5. Shift Differential.**

10 Any shift where fifty percent (50%) or more of the shift is after 11:00 p.m. the entire shift will receive  
11 an additional twenty-five cent (\$.25) per hour differential.  
12

13 **Section 8.6. Call-Outs.**

14 The District will establish a Call-Out List and those employees who are on the Call-Out List will  
15 receive an additional twenty-five cents (\$.25) per hour for all regular hours worked to compensate for  
16 time spent on Call-Out related issues during the work year that don’t require them to return to their  
17 building. Employees required to return to work on a regular workday or on Saturday or Sunday shall  
18 receive no less than two (2) hours pay at the appropriate rate. Employees on the Call-Out list will be  
19 responsible for, and may be required to, respond to events including, but not limited to: facility safety,  
20 security and fire alarm calls, cold weather checks and other critical operations as directed by the  
21 supervisor.  
22

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

24 In all cases when school facilities are made available to any organization after normal working hours, a  
25 custodian shall be required on the premises, and shall be compensated in accordance with the  
26 collective bargaining agreement.  
27

28 School personnel, when using school facilities, will be advised by the District that they will leave the  
29 room/school in the same condition they found it. If additional cleaning is needed it will be the  
30 responsibility of those school personnel using the facilities.  
31

32 **Section 8.7.1. Food Preparation Facilities.**

33 In all cases under the preceding section when food preparation facilities will be used, a kitchen  
34 supervisor, assistant cook or a food service employee who has served in one of these positions  
35 shall be required on the premises to be determined on a case-by-case basis mutually agreed  
36 upon between the District and the Association. If no building food service employees are  
37 available, the additional times must be advertised to food service employees throughout the  
38 District, and will be awarded on a seniority basis. Such employee(s) shall be compensated in  
39 accordance with this Article.  
40

41 **Section 8.8. School Closure.**

42 Employees who do not receive notification of a school closure at least one (1) hour prior to their  
43 normal reporting time will receive two (2) hours pay at their base hourly rate. It is the employee’s  
44 responsibility to retrieve phone messages, listen to news reports, and make every effort to obtain  
45 information on school closures.  
46

47 In the event the district closes one or more of the schools for one or more days of the contracted year,  
48 provided students are not required to make up the days, the affected employee will have the option to

1 take emergency (sick) leave, annual/personal leave, and vacation leave or they will have the option to  
2 take leave without pay for that time. In the event that students are required to make up the days, the  
3 employee would be required to make up the days as part of their regular contract. Employees on 260-  
4 day contracts (custodial, maintenance, etc.) are expected to report to their assigned worksites on  
5 closure days unless in an approved leave status.

6  
7 When deemed applicable by the Superintendent, and an emergency closure waiver is approved,  
8 emergency leave without loss of pay may be granted when severe inclement weather conditions or  
9 other natural disasters prevent employees from reporting for scheduled work when a school(s) is  
10 closed.

11  
12 **Section 8.8.1. Early Arrival.**

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

15  
16 **Section 8.9. Transportation Personnel.**

17 Recognizing that personnel in the transportation classification present special shift problems, the  
18 parties agree that shifts shall be established in the classification in relation to routes and driving times  
19 required for fulfilling tasks assigned by the Supervisor of Transportation. The following shall apply:

- 20  
21 1. Adjustments to routes will be made and bid annually between September 15th and October 1st.
- 22  
23 2. Transportation Assistants shall bid on mid-day routes prior to the regular bid. Once all  
24 Transportation Assistants have had the opportunity to bid on a mid-day route, any remaining  
25 vacant mid-day routes will be included in the Bus Driver and Transportation Assistant regular  
26 bid, giving Bus Drivers the opportunity to bid on a vacant Transportation Assistant mid-day  
27 route. All Bus Drivers who bid a Transportation Assistant mid-day route will be compensated  
28 at the Transportation Assistant hourly rate of pay equivalent to their step placement. The  
29 regular bid process will begin immediately following the Transportation Assistant mid-day bid.  
30 Any routes that remain following the bid will be assigned in order of reverse seniority and  
31 according to Driver eligibility.
- 32  
33 3. Route time shall be a guaranteed minimum at the time of the annual bid. Routes posted  
34 subsequent to the annual bid, in accordance with the terms of Section 16.2.2 of this agreement,  
35 establish a new guaranteed minimum.
- 36  
37 4. Mid-day and Activity routes shall be bid as separate routes by seniority. Mid-day routes will be  
38 actual drive time. Activity routes will be sixty (60) minute guaranteed time, actual time beyond  
39 the sixty (60) minutes will be extra time for pay purposes.
- 40  
41 5. All drivers will be compensated at the driver's hourly rate for thirty (30) minutes per day per  
42 vehicle for the purpose of performing pre/post-operational safety checks, warm-up, fueling,  
43 sweeping, and washing the bus in addition to actual hours of driving time. These duties do not  
44 include Transportation Assistants.
- 45  
46 6. All information concerning the routes will be given to the drivers and Transportation Assistants  
47 at least one (1) week (5 workdays) prior to the annual bid. Drivers and Transportation  
48 Assistants will be informed of any adjustments made during these five (5) days.

- 1 7. All drivers shall be compensated at the driver's hourly rate for a minimum of one (1) hour  
2 when in attendance at driver staff meetings.  
3  
4 8. All Drivers and Transportation Assistants will have five (5) minutes total added and included in  
5 each segment (morning, mid-day, afternoon) for the pick-up and return of route books, keys,  
6 phones, and sign-in before and after their routes.  
7

8 The District will provide transportation assistants with training necessary to perform their duties. In the  
9 event there is a Transportation Assistant on a special education route, additional training will be  
10 provided at district expense. Only transportation assistants with appropriate training will be assigned to  
11 special education routes/trips.  
12

13 If a special education student requires a one-on-one paraeducator during school hours, the paraeducator  
14 will be required to accompany said student to and from school on any transportation route.  
15

16 **Section 8.9.1. Extra Trips.**

17 Extra trips shall be defined as any and all bus trips other than regular scheduled routes not  
18 scheduled on a regular daily basis. Whenever possible, except in emergency cases, extra trips  
19 shall be displayed on the extra trip roster on the designated bulletin board at the transportation  
20 office five (5) workdays in advance of the departure date. Extra trips shall be compensated at  
21 the driver's hourly rate of pay, in accordance with Schedule A, for the actual trip time plus  
22 necessary travel time to and from the school, up to thirty (30) minutes. If any portion of the  
23 trip is cancelled or rescheduled, the affected driver and transportation assistant will have the  
24 first right of refusal when the trip is rescheduled.  
25

26 The parties recognize the importance of accurate trip sheet. In an effort to deter abuse of extra  
27 trip privileges, drivers reporting inaccurate trip sheets will lose the ability to bid one (1) extra-  
28 trip bid process.  
29

30 **Section 8.9.2. Assignment of Extra Trips.**

31 Extra trips shall be awarded on the basis of seniority of the driver and transportation assistant  
32 signed up for the trip. In order to be awarded an extra trip, the trip must be a minimum of thirty  
33 (30) minutes over the Driver's and/or Transportation Assistants' bid route time. If no regular  
34 driver or transportation assistant signs up for a specific trip, the trip will be assigned to a  
35 substitute driver and transportation assistant. No driver or transportation assistant shall be  
36 eligible for an extra trip if such assignment will place the driver at over forty (40) hours in a  
37 week. When all drivers and transportation assistants have had the opportunity to reach forty  
38 (40) hours in a week, the-district may use substitute drivers and transportation assistants. If no  
39 substitute driver or transportation assistant is available, and all drivers and transportation  
40 assistants have reached forty (40) hours, selection for overtime assignment will be on a rotating  
41 seniority basis.  
42

43 Cancellation of extra trips on a school day, shall result in the assigned driver and transportation  
44 assistant receiving compensation at their hourly rates, in accordance with Schedule A, for the  
45 actual time driven or his/her regular route time, whichever is greater. Transportation employees  
46 who do not receive a minimum of one (1) hour notification for the cancellation of trips on a  
47 school day shall receive two (2) hours pay at the driver's or transportation assistant's hourly  
48 rate, in accordance with Schedule A. In the event of a cancellation of extra trips while in

1 progress or on non-school days, the driver will be paid at his/her hourly rate for a minimum of  
2 two (2) hours plus necessary travel time to and from the school, up to thirty (30) minutes, or  
3 actual drive time, whichever is greater. Transportation Assistants shall be compensated for a  
4 minimum of two (2) hours at their hourly rate of pay for the posted scheduled trip time.  
5

6 In the event a regular driver or transportation assistant has to cancel an extra trip, the trip will  
7 be assigned to an available driver and transportation assistant or substitutes, at the supervisor's  
8 discretion. Drivers or transportation assistants who are awarded an extra trip must fulfil their  
9 contractual assignment for that day unless approved by their supervisor.  
10

### 11 **Section 8.9.3. Extra Trip Procedures.**

12 The process described in this section will be used for extra trips in or out of the 160 mile radius.

- 13 1. When available, East Valley school buses and drivers will be used for extra trips within a  
14 160-mile radius.
- 15
- 16 2. When the trip destination is out of the 160-mile radius, the selection of a yellow or charter  
17 bus shall be the choice of the Transportation Supervisor.
- 18
- 19 3. The Transportation Supervisor shall review all trips with more than 160 miles on a case by  
20 case basis before a charter bus is used.
- 21
- 22 4. Equipment vans will be driven by East Valley bus drivers at the base hourly rate at Step 1  
23 on Schedule A. If the regular route is subbed out the driver will receive their base hourly  
24 rate of pay for those hours of their route. All hours beyond the route time will fall under the  
25 base hourly rate at Step 1.
- 26
- 27 5. Drivers will receive their base hourly rate of pay when transporting students in a van.
- 28
- 29 6. Type II drivers can be used when transporting students (i.e. golf, cheerleaders, etc.) in  
30 vans. If more than two (2) vans are used the Transportation Supervisor will meet with the  
31 two (2) driver representatives (who will be identified by the Association) to discuss and  
32 clarify the reasons prior to responding to the trip request.
- 33
- 34 7. Driver's shall be guaranteed a minimum of two (2) hours pay for all trips performed on  
35 non-school days.
- 36

### 37 **Section 8.10. Student Management Concerns.**

38 In the event a route is frequently subbed and has consistent student management concerns/complaints,  
39 the route driver's right to bid on trips may be suspended until such time that the student  
40 management/safety concerns are corrected.  
41

### 42 **Section 8.11. Drivers and Maintenance CDL Physicals.**

43 The District shall pay for a driver's or maintenance CDL physical once every twenty-four (24) months  
44 or following the DOT guidelines, the District will pay the CDL physical every twelve (12) months. The  
45 District has established an arrangement with a qualified facility to provide required physical  
46 examinations for drivers. Drivers have the option of obtaining the physical examination from the  
47 District appointed facility or from a FMCSA certified and registered private physician. The District  
48 will reimburse drivers at the current facility rate if they use a private physician.

1 **Section 8.12. Routing Specialist.**

2 A sign-up sheet shall be posted annually for those employees with a CDL who are interested in  
3 substituting for the routing specialist position. In an emergency situation, drivers not on the list may  
4 substitute for the routing specialist by seniority.

5  
6 **Section 8.13. Route Vacancies.**

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

14  
15 Contract changes for all affected will not be processed until after the cascading bid process is  
16 complete, when the last available vacancy is accepted by a driver.

17  
18 **Section 8.14. Additional Work Procedures.**

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

21  
22 Assignment for extra additional work shall be as follows:

- 23 1. A sign-up sheet for additional work for both Drivers and Transportation Assistants will be  
24 posted on the last five (5) working days of the month for the upcoming month.
- 25  
26 2. The Driver and/or Transportation Assistant will have the first right of refusal.
- 27  
28 3. If additional work is not accepted by a Driver and/or Transportation Assistant, it will be  
29 offered to a substitute if deemed necessary.

30  
31 **Section 8.15. GPS System.**

- 32  
33 1. The District acknowledges that disciplinary action of employees is not the primary purpose  
34 of the use of the GPS System. The primary purpose of the GPS system is to provide for the  
35 safety and security of students and staff, and the efficient operation of district vehicles. The  
36 District reserves the right, however, to use information obtained by the GPS for discipline  
37 per the current Collective Bargaining Agreement (CBA).
- 38  
39 2. The District further agrees information contained in and derived from the GPS reports shall  
40 not be disclosed to a third party, except in disciplinary action and justification or as required  
41 by law or contract, provided that the District shall provide the Association with GPS reports  
42 relevant to a lawful union concern.
- 43  
44 3. Supervisors of drivers of district vehicles agree to meet periodically or as needed with each  
45 of their employees to review the GPS report and indicate any potential problems or  
46 concerns for the purpose of education.



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

**ARTICLE IX**

**PARAEDUCATORS**

**Section 9.1. Paraeducator Bid.**

Beginning March 1 of each school year, the District will hold Paraeducator positions to create a job pool for paraeducators. All paraeducator vacancies created due to retirement or resignation will be available at the annual Paraeducator Bid held in August of each school year. On or before August 1 of each school year, Paraeducators will have the opportunity to view all positions held in the job pool in preparation for the bid. All current, qualified Paraeducators may attend the Paraeducator Bid and bid on open positions in order of seniority. Paraeducators not qualified for bid include those on plans of improvement or a leave of absence. Paraeducators whose schedule have been reduced by more than thirty (30) minutes per day for the subsequent school year and who elect not to remain in the same position, may attend the annual Paraeducator Bid prior to being considered displaced.

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

**Section 9.2. Recess Duty.**

In all instances of recesses there will be an attempt to keep the ratio of students to Paraeducators to one (1) paraeducator to one hundred (100) students.

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

**Section 9.3. DD Classroom Paraeducator.**

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

**ARTICLE X**

**INSURANCE/RETIREMENT**

**Section 10.1.**

Each employee of this bargaining unit who works a minimum of four (4) hours per day or twenty (20) hours per week shall be allotted the state BEA (Basic Education Allocation) insurance contribution per month per full-time equivalent (FTE) to cover dental, vision, long term disability and medical insurance.

A. All employees in the bargaining unit are credited with the state insurance contribution;

B. All employees receive the BEA allocation amount regardless of funding source, i.e. Food Service, Transportation, categorical programs, and any other non-BEA program;

1  
2 C. Effective November 1 of each year, pooling rates shall be calculated based on ACTUAL  
3 staffing as of October 1.

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

11  
12 Excess contributions shall be pooled. (Required by RCW 28A.400.280); e.g.

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

19  
20 The pool shall be distributed on an (insurance) FTE basis. A copy of pool calculations shall be  
21 provided to the Association President within five (5) days after completion. The district employee  
22 benefit provider and plan(s) shall be subject to annual Association review and approval. The parties  
23 agree to abide by state law relating to school district employee benefits as required by RCW  
24 28A.400.275(1). This section shall reopen annually as required by RCW 28A.400.275(1).

25  
26 **Section 10.1.1. Health Care Authority.**

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

29  
30 **Section 10.1.2. Long Term Disability.**

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

34  
35 **Section 10.2. Liability Insurance.**

36 The District shall provide tort liability insurance for all employees.

37  
38 **Section 10.3. Industrial Insurance.**

39 The District shall make required contributions for State required Industrial Insurance on behalf of all  
40 employees subject to this Agreement.

41  
42 **Section 10.4. Unemployment Insurance.**

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

45  
46 **Section 10.5. Retirement.**

47 In determining whether an employee subject to this Agreement is eligible for participation in the  
48 Washington State Public Employees Retirement System (PERS) or the Washington State School

1 Employees Retirement System (SERS), the District shall report all hours compensated, whether  
2 straight time, overtime, or otherwise.

3  
4 **Section 10.6. 125 Flex Plan.**

5 A 125 Flex Plan shall be made available to the employees of this group.

6  
7 Participation shall be at the  
8 option of the individual employee. The plan may cover un-reimbursed healthcare expense, dependent  
9 care expense, and other insurance premiums.

10  
11 **Section 10.7. VEBA I.**

12 The District shall provide, as an employer paid benefit, a monthly VEBA I contribution of thirty-five  
13 (\$35.00) dollars per benefit FTE to help defray out-of-pocket medical expenses.

14  
15  
16  
17 **ARTICLE XI**

18  
19 **LEAVES**

20  
21 **Section 11.1. Sick, Injury, and Emergency Leave.**

22  
23 **Section 11.1.1.**

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

30  
31 **Section 11.1.2. Sick Leave Incentive Program.**

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

34  
35 Sick leave cash-out shall be in accordance with Washington State Law.

36  
37 **Section 11.1.3. Sick or Injury Leave.**

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

41  
42 Return to work from sick or injury leave may require a physician's release. The employee  
43 must communicate with the district regarding return to work requirements.

44  
45 **Section 11.1.3.1.**

46 The District may require a doctor's verification for proof of illness or injury if the  
47 employee is absent more than four (4) consecutive workdays.

1 **Section 11.1.4. Emergency Leave.**

2 Emergency leave is defined as leave for a problem that must not have been precipitated and  
3 must be of such nature that preplanning was not possible, or where preplanning could not  
4 relieve the necessity for the employee’s absence. Such leave is deductible from sick leave.  
5

6 **Section 11.1.5.**

7 A person commencing employment during the school year will be granted leave days on a pro  
8 rata basis.  
9

10 **Section 11.1.6.**

11 Accumulated sick leave is transferable from other Washington School districts. Employees  
12 transferring from another Washington school district shall provide a certificate of transfer of  
13 accumulated sick leave.  
14

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

16 **Section 11.2.1.**

17 Care for a newborn child or adopted child of the employee who is under the age of six (6) at the  
18 time of placement for adoption. Leave under this section shall be completed within twelve (12)  
19 months after the birth or placement for adoption, as applicable.  
20  
21

22 **Section 11.2.2.**

23 Care for a child under eighteen (18) years old of the employee, who has terminal health  
24 condition. An employee is entitled to leave under this section only once for any given child.  
25

26 **Section 11.2.3.**

27 Family leave is deductible from sick leave, annual/personal leave, and/or vacation hours.  
28

29 **Section 11.2.4.**

30 The leave required by this section may be unpaid. The District will continue to pay its portion  
31 of the employee’s insurance premium for three months once an employee is on unpaid leave  
32 status.  
33

34 **Section 11.2.5.**

35 The leave required by this section is in addition to any leave for illness or temporary disability  
36 because of pregnancy or childbirth.  
37

38 **Section 11.2.6.**

39 If one (1) parent works for the District the employee is entitled twelve (12) work weeks of  
40 leave. If both parents work for this District, they are entitled to a total of twelve (12) work  
41 weeks during any twenty-four (24) month period, and the District is not required to give both  
42 parents leave at the same time.  
43

44 **Section 11.2.7.**

45 The employee shall give the District at least thirty (30) days written notice of the intended dates  
46 of family leave for the birth or adoption of a child. If the employee has inadequate notice of  
47 when he/she will obtain custody of an adopted child, the parties will agree to a revised  
48 schedule. If the leave is to care for a dying child, the employee should provide written notice



1 fourteen (14) days in advance. If the need for leave is not foreseeable, the employee should give  
2 at least one (1) workday's notice.

3  
4 **Section 11.2.8.**

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

8  
9 **Section 11.2.9.**

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

15  
16 **Section 11.2.10.**

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

18  
19 **Section 11.3. Employee Sick Leave-Sharing.**

20 An employee may choose to donate portions of his/her accumulated sick leave, to come to the aid of  
21 another named employee who has depleted his/her annual/personal leave and sick leave reserve, and is  
22 suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition,  
23 which has caused or is likely to cause the employee to take an extended leave without pay or to  
24 terminate his/her employment. An employee may transfer a specific amount of sick leave to an  
25 employee requesting shared leave, only when the donating employee retains a minimum of one  
26 hundred seventy-six (176) hours of sick leave, after the transferred leave shall be calculated on an  
27 hours-donated and an hours-received basis.

28  
29 Any leave transferred which remains unused shall be returned at its original value to the employee or  
30 employees who transferred the leave when it is found that the leave is no longer needed or will not be  
31 at a future time in connection with the illness or injury for which the leave was transferred or any other  
32 qualifying condition. The value of the unused leave which was transferred by more than one (1)  
33 employee shall be returned on a pro rata basis. The Superintendent and/or Association representative  
34 may, if appropriate, require a healthcare provider statement confirming the extent and/or severity of the  
35 illness, injury or impairment. (RCW 41.04.665)

36  
37 Any person requesting donated sick leave must do so in writing to the Human Resources Department  
38 preferably two (2) weeks in advance of need. Any person wanting to request donated sick leave must  
39 first be out of all annual/personal leave days, sick days and vacation days.

40  
41 **Section 11.4. Bereavement Leave.**

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

46  
47 Up to ten (10) days will be allowed per occurrence for absence occasioned by the death of a parent,  
48 spouse, or child. Bereavement is not deductible from sick leave. Bereavement leave is noncumulative.

1 Exceptions to this provision may be approved on a case by case basis and must be submitted in writing  
2 to the Human Resources Department. Emergency leave, when used with bereavement leave, will be  
3 deducted from sick leave.  
4

5 **Section 11.5. Industrial Insurance Leave.**

6 In the event employees are absent for reasons which are covered by industrial insurance, the District,  
7 upon receipt of official verification from the Department of Labor and Industries or Northeast  
8 Washington Worker's Compensation, shall pay the employee the amount equal to the difference  
9 between the amount paid the employee by the Department of Labor and Industries, and the amount that  
10 the employee would normally earn. A deduction shall be made from the employee's accumulated  
11 illness leave on a pro rata basis.  
12

13 **Section 11.6. Jury Duty.**

14 When an employee is required to perform jury duty, he/she shall do so without loss of pay. Jury fees,  
15 exclusive of mileage and expenses, shall in each case, be remitted to the District. In the interest of  
16 maintaining the continuity of the educational program, whenever an employee is released early from  
17 jury duty (half or more than half of the workday remaining), he/she shall contact the building  
18 administrator for assignment.  
19

20 **Section 11.6.1. Court Appearances/Summons.**

21 Should an employee be requested to appear, or is summoned to court for appearance, in a job-  
22 related incident, a copy of such written request shall be provided to the Human Resources  
23 Department as proof of appearance. Employees shall do so without loss of pay, unless the  
24 employee has brought the action against the District. Any court appearance fees, exclusive of  
25 mileage and expenses, shall be remitted to the District.  
26

27 **Section 11.7. Leave of Absence.**

28 Upon the recommendation of the immediate supervisor through administrative channels to the  
29 Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of  
30 absence for a period not to exceed one (1) year. If such leave is granted due to extended illness, one (1)  
31 additional year may be granted. An employee may be granted a leave of absence for up to one (1) year,  
32 upon the approval of the Superintendent and the Board of Directors, for the purpose of attending  
33 school.  
34

35 A leave of absence will be a leave without pay or benefits with a guarantee to return to a comparable  
36 position at the end of the year's leave or the next school year. Requests need to be filled out in writing  
37 to the Human Resources Department by May 1 of the current school year for consideration of leave.  
38 Exceptions to this time line will be reviewed on a case-by-case basis. Notice of return to employment  
39 needs to be filed in writing with the Human Resources Department by May 1 of the following year.  
40 The employee returning from leave will be assigned to the same or equivalent position occupied before  
41 the leave of absence. Employees hired to fill the position of employees on leave of absence will be  
42 hired for a specific period of time, during which they shall be subject to all provisions of this  
43 Agreement. It shall be the responsibility of the employer to inform replacement employees of these  
44 provisions.  
45

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

1 seniority shall accrue. Employees on a leave of absence are not eligible to bid or apply for open  
2 positions until they have formally returned to work.

3  
4 **Section 11.8. Annual/Personal Leave.**

5 All employees will be granted three (3) annual/personal leave days, front loaded as of September 1 of  
6 each school year, not deducted from sick leave or emergency leave, pursuant to Section 11.1.5,  
7 employees shall have the ability to roll over three (3) days into the next contract year with one-hundred  
8 percent (100%) buyback. Employees shall have no more than six (6) total annual/personal leave days  
9 banked at any given time. Buyback notification needs to be in by June 15th and will be paid on the July  
10 paycheck, at the employee's hourly rate, Schedule A.

11  
12 Employees must use any remaining annual/personal leave over the three (3) days on or before August  
13 31<sup>st</sup> of each year. Any unused annual/personal leave days over three (3) as of August 31<sup>st</sup> will be  
14 forfeited.

15  
16 Annual/personal Leave may not be taken in the first two (2) or last two (2) weeks of the school year  
17 nor in conjunction with a vacation period or a holiday. Exceptions to these provisions may be made on  
18 a first come, first serve basis subject to substitute availability. Employees may request exceptions to  
19 this provision through the building/department supervisor. Final approval for annual/personal leave  
20 during these times will be approved by the Superintendent or his/her designee.

21  
22 **Section 11.9. Military Leave.**

23 Employees who are ordered or who volunteer because of compulsory duty or active duty in the armed  
24 services of the United States shall be granted leave without pay. Following release from military  
25 service the employee shall be reinstated to employment status and shall be entitled to all rights and  
26 benefits in accordance with federal and state laws. In the case of military service extending beyond the  
27 period of crisis or period of duty for which he/she originally enlisted, the Board will make final  
28 determination. Military leave for reserve duty will comply with requirements of federal statute and  
29 RCW 38.040.060. Whenever possible such reserve duty should be performed during the summer  
30 months.

31  
32 **Section 11.10. Leave Replacement Employees.**

33 Except when circumstances are detrimental to the education of students or create a hardship to the  
34 department, employees may take a leave from their current position to temporarily fill a position within  
35 the building (or across district for custodial) that is available due to a leave anticipated to exceed thirty  
36 (30) workdays if the position has greater hours or a higher rate of pay. A leave replacement employee  
37 hired from within the bargaining unit will return to his/her former position at the time the initial  
38 employee on leave returns. Benefits will be based on the employee's original position. A substitute will  
39 be utilized for the employee awarded the leave replacement position.

40  
41  
42  
43 **ARTICLE XII**

44  
45 **CLASSIFIED STAFF DEVELOPMENT**

46  
47 **Section 12.1. Compensation.**

48 The District will compensate each classified employee for any courses and/or training required as a

1 condition of employment at the employee's hourly rate. This will include but is not limited to first aid,  
2 blood borne pathogen, and diabetes classes as mandated by District, state or federal regulations.

3  
4 Paraeducators, secretaries, bus drivers, custodians, head cooks, assistant cooks, security, health service,  
5 ECEAP and maintenance personnel will receive first aid training biannually.

6  
7 Substitutes shall be paid while in required training or attending required job related meetings or  
8 workshops.

9  
10 **Section 12.2. Classified Staff Development Funds.**

11 The District will provide classified staff development funds of \$27,000 for each school year. Unused  
12 funds up to a maximum of \$2,500 shall be carried over to the following year and added to the fund.  
13 Use of the fund will include, but not be limited to in-service programs provided by the District or  
14 requested by individual employees or bargaining unit classification. Requests for using these funds will  
15 be made on the appropriate form.

16  
17 **Section 12.3.**

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

22  
23 **Section 12.4. Per Diem.**

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

27  
28 Up to twenty (20) hours per year per employee working twenty (20) hours or more per week are to be  
29 used for meetings such as training workshops, committees, parent night, building or other activities as  
30 agreed upon with the employees supervisor when these activities are held outside the employee's  
31 regular work hours. Prior arrangement should be made with the supervisor/principal. Employees  
32 working fewer than twenty (20) regular hours per week will receive ten (10) hours. Compensation will  
33 be at employee's hourly rate of pay and in accordance with Section 8.4 of this agreement.

34  
35 **Section 12.5. Orientation.**

36 Orientation of new hires and substitutes will be given within the first ninety (90) calendar days of  
37 employment. At that time, a copy of the district and building policies, utilization of sick days, benefits,  
38 school disciplinary policies, and notice of any required training will be given to the employee.

39  
40  
41  
42 **ARTICLE XIII**

43  
44 **DUES DEDUCTION – CHECKOFF – AGENCY SHOP**

45  
46 **Section 13.1. Authorization.**

47 Upon receipt of a written or E-signature dues deduction authorization and assignment form, as defined  
48 under Article I, Recognition, the District will make the appropriate payroll deduction as certified by the



1 President of the Association and transmit the monthly dues, assessments or voluntary political  
2 contributions electronically to the PSE State Treasurer. The PSE state office will be the custodian of  
3 the records related to dues authorization and they agree that, as the custodian of the records, they have  
4 the responsibility to ensure the accuracy and safe-keeping of those records. Any changes in the rate of  
5 membership dues will require at least thirty (30) days written notice to the Payroll Department.  
6

7 **Section 13.2. Collection and Revocation.**

8 It is understood and agreed that this dues deduction system is only for the collection of dues (local and  
9 state), assessments, or voluntary political contributions and shall not be used for the collection of any  
10 Association imposed fines, penalties or initiation fees.  
11

12 **Section 13.3. Association Membership.**

13 Employees who have affirmatively consented to joining the Association shall maintain their  
14 membership during the term of this Agreement unless the employee revokes membership. An  
15 employee may revoke their membership by contacting the Association in accordance with Section  
16 13.3.2. Association membership is optional for employees.  
17

18 All employees who are not members of the Association on the effective date of this Agreement, shall  
19 be given the opportunity to become members in good standing of the Association within thirty (30)  
20 days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is  
21 applicable. Such employee shall then maintain membership in the Association in good standing during  
22 the period of this Agreement unless membership is revoked through contact with the Association.  
23

24 **Section 13.3.1. Right to Decline.**

25 The parties recognize that an employee has the option to participate as a member in the  
26 Association. Employees wishing to revoke membership must notify the Association in writing.  
27

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

29 The Association will inform the new hire of the terms and conditions of this Article at the designated  
30 meeting per Article IV, Section 4.1.1.  
31

32 **Section 13.5. Checkoff.**

33 The District shall deduct PSE dues, assessments, service charges or voluntary political contributions  
34 from the pay of any employee who authorized such deductions in writing pursuant to RCW 41.56.110.  
35 The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of  
36 Washington/SEIU Local 1948 on a monthly basis. The District shall transmit local dues to the local  
37 Association treasurer or designee.  
38

39 **Section 13.6. Hold Harmless.**

40 The Association will indemnify, defend, and hold the District harmless against any claims, suits,  
41 orders, and/or judgments against the District on account of any check-off of Association dues or  
42 voluntary political contributions.  
43

44 **Section 13.7. Political Action Committee.**

45 The District shall, upon receipt of a written authorization form that conforms to legal requirements,  
46 deduct from the pay of such bargaining unit employee the amount of contribution the employee  
47 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a  
48 check separate from the Union dues transmittal check. Section 13.7 of the Collective Bargaining

1 Agreement shall apply to these deductions. The employee may revoke the request at any time. At least  
2 annually, the employee shall be notified about the right to revoke the request by Public School  
3 Employees of Washington.  
4  
5  
6

## 7 ARTICLE XIV

### 8 DISCIPLINE AND DISCHARGE OF EMPLOYEES

#### 9 **Section 14.1. Sufficient Cause.**

10 The District shall have the right to discipline or discharge an employee for sufficient cause. The issue  
11 of sufficient cause shall be resolved in accordance with Article XV, Grievance Procedure, hereinafter  
12 provided. If the District has reason to reprimand an employee, it shall be done in a manner, which will  
13 not embarrass the employee before other employees or the public. Employees shall have the right to  
14 have a recognized association representative present when being formally disciplined.  
15  
16

#### 17 **Section 14.2. Due Process.**

18 All charges forming the basis for formal discipline shall be provided to the employee in writing.  
19 The principles of progressive discipline will apply to all formal disciplinary action.  
20  
21

#### 22 **Section 14.3. Progressive Discipline.**

23 When disciplining an employee, the following progressive discipline model will apply:  
24

- 25 1) Verbal Warning
- 26 2) Written Warning
- 27 3) Letter of Warning – sent to employee’s personnel file
- 28 4) Letter of Reprimand
- 29 5) Suspension
- 30 6) Termination

31 Steps in this model may be skipped depending on the severity of the infraction. Any justification for  
32 skipping of steps will be explained to the employee in writing and a copy sent to the chapter  
33 president.  
34  
35  
36

## 37 ARTICLE XV

### 38 GRIEVANCE PROCEDURE

#### 39 **Section 15.1.**

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

#### 45 **Section 15.1.1. Purpose.**

46 The purpose of this procedure is to provide for the orderly and expeditious adjustment of  
47  
48

1 grievances of individual employees and the association of the East Valley School District at the  
2 lowest possible level.

3  
4 **Section 15.1.2. Definition of Workdays.**

5 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.**

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

21  
22 **Section 15.2.2. Step 2 - Written Grievance.**

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

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

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

38  
39 **Section 15.2.3. Step 3 - Superintendent.**

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

1 **Section 15.2.4. Step 4 – Mediation.**

2 If no settlement has been reached within the ten (10) days referred to in the preceding  
3 subsection, and the Association believes the grievance to be valid, a written statement of  
4 grievance will be submitted to the superintendent or his/her designee for mediation within ten  
5 (10) workdays. The District and the Association will utilize the services and procedures of the  
6 Public Employment Relations Commission.  
7

8 **Section 15.2.5. Step 5 - Binding Arbitration.**

9 If the grievant is not satisfied with the disposition of his/her grievance at Step 3, the  
10 Association may request in writing within ten (10) workdays, that his/her grievance be  
11 submitted to Binding Arbitration. If this notice is not submitted to the Superintendent within  
12 this ten (10) day limit, the grievance shall be deemed withdrawn. If any question arises as to the  
13 arbitrability of the grievance, such question will first be ruled upon by the arbitrator selected to  
14 hear the grievance.  
15

16 **Section 15.2.5.1.**

17 By mutual agreement, the parties agree to use either the Voluntary Rules of the  
18 American Arbitration Association or the Modified Rules of the American Arbitration  
19 Association as modified by the terms of this procedure.  
20

21 **Section 15.2.5.2.**

22 The arbitrator will be selected by the Public School Employees attorney and the  
23 Superintendent of the District.  
24

25 **Section 15.2.5.3.**

26 The decision of the arbitrator will be submitted to the School Board and the grievant  
27 and/or his/her representatives and will be final and binding upon the parties.  
28

29 **Section 15.2.5.4.**

30 The costs of arbitration for the services of the arbitrator, including per diem expenses,  
31 travel, and the cost of the hearing room, will be borne equally by the District and the  
32 Association.  
33

34 **Section 15.2.5.5.**

35 No party at interest in any grievance proceeding will be discriminated against because  
36 of his/her use of the grievance procedure.  
37

38 **Section 15.2.5.6.**

39 The Association reserves the right, upon recommendation of the executive committee,  
40 to pursue grievances on behalf of individual employees.  
41

42 **Section 15.2.5.7.**

43 Grievance investigation and handling will not interfere with work schedules whenever  
44 possible.  
45  
46  
47  
48

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

## ARTICLE XVI

### PROBATION, SENIORITY, AND LAYOFF PROCEDURES

#### **Section 16.1. Probation.**

Each new hire shall remain in a probationary status for a period of not more than ninety (90) workdays within a job classification following the hire date. During the probationary period, the District may discharge the employee after review and discussion with employee.

A newly hired employee's ninety (90) workday probationary status shall start over if they transfer into a different classification within their probationary period.

#### **Section 16.1.1.**

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

#### **Section 16.1.2. Trial Period.**

Employees who change positions as defined by Schedule A within the bargaining unit shall have twenty (20) workdays on-the-job "trial period". If, at the end of the twenty (20) day period the District deems the employee unqualified to meet the job requirements, the employee shall be returned to his/her former position. The employee reserves the right to return to his/her former position within twenty (20) workdays.

#### **Section 16.2. Seniority.**

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

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

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

#### **Section 16.2.1. Promotions and Transfers.**

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

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

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

8  
9 Employees who are on a leave of absence for any reason (i.e., medical leave, leave without pay,  
10 industrial insurance leave, etc.) shall not be considered eligible to bid on or transfer to any open  
11 positions within the unit until they have formally returned to work.

12  
13 **Section 16.2.2. Posting Increases/Decreases.**

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

17  
18 Food Service and Transportation employees will be an exception, these employees with a  
19 change (increase or decrease) in hours of work of thirty (30) minutes or less for pay purposes,  
20 in a given school year, will not be considered open and shall not have to be posted.

21  
22 In one (1) school year a classification employees' work hours may be increased according to  
23 the criteria listed above. This will be done on a department/building basis; the senior  
24 classification employee who is qualified and can fit extra time into his/her schedule will be  
25 awarded the available time. The least senior classification employee in the department/  
26 building, whose schedule can be reduced, may be cut up to thirty (30) minutes.

27  
28 If the department/building should find it necessary to reduce its total staffing hours or if a  
29 program is cut and/or deleted, it is the intent to eliminate a total position rather than reducing  
30 several positions on a piece meal basis.

31  
32 **Section 16.2.3. Shift and Vacation Selection, Overtime Assignment.**

33 The employee with the greatest seniority will have preferential rights regarding shift selection,  
34 and overtime, provided he/she is eligible, capable and qualified for such. Assignment of  
35 overtime will be subject to the following:

- 36 A. In building within classification on a rotation basis; then  
37 B. District wide by classification; then  
38 C. Substitute.

39  
40 **Section 16.2.4. Loss of Seniority.**

41 The seniority of an employee shall be lost for the following reasons:

- 42 A. Resignation;  
43 B. Discharge for sufficient cause;  
44 C. Retirement; or  
45 D. Employment in an exempt position for twelve (12) months or more (see Section 16.2  
46 Seniority).

1 **Section 16.2.5.**

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

- 3 A. Time lost by reason of industrial accident or industrial illness or jury duty;  
4 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of  
5 the United States;  
6 C. Time spent on authorized leaves; except as noted in Article XI, Section 11.7.; or  
7 D. Time spent in layoff status, unless layoff exceeds twenty-four (24) months. After  
8 twenty-four (24) months seniority will not accrue.  
9

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

11 New employees who have previous classified experience in school districts within the State of  
12 Washington will be hired in compliance with RCW 28A.400.300. Seniority is not transferable.  
13

14 **Section 16.3.1.**

15 Any new hire previously employed outside East Valley School District who is hired to perform  
16 work similar to that in which he/she was previously engaged may be granted experience credit  
17 towards placement on Schedule A. The district shall inform the Association salary placement  
18 for all newly hired employees.

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

21 \*The *seniority* of an employee shall be established by the date on which the employee  
22 began continuous daily employment as a regular employee in the bargaining unit  
23 classification.  
24

25 **Section 16.4. Notice of Opening.**

26 When a new or vacated position is open in any classification, notice will be posted for a minimum of  
27 five (5) workdays. Notification of all openings will be automatically sent via email to all District  
28 employees once a position is posted on the District website. The announcement will include the closing  
29 date by which the employee must have completed the application process. Should there be a need to  
30 process the opening in a shorter amount of time, the district will contact the chapter president for  
31 approval.  
32

33 Positions posted during the summer will be posted for minimum of ten (10) workdays.  
34

35 If interviews are granted, all qualified employees will be guaranteed an interview for the posted  
36 vacancies and first consideration will be given.  
37

38 **Section 16.4.1. Temporary and Substitute Positions.**

39 A "temporary position" is one that is a new or an existing position that is filled for a limited  
40 period of time. Should that period of time exceed thirty (30) workdays in a sixty (60) calendar  
41 day period, then that position must be considered a regular position. As a regular position, it  
42 will be posted for bid, and subject to all terms of the contract.  
43

44 Substituting for a regular employee on an approved medical leave does not qualify for  
45 temporary status. Substituting for a regular employee on an approved, non-medically related  
46 leave of absence may qualify for temporary status should that absence exceed thirty (30)  
47 workdays in a sixty (60) calendar day period.  
48

1 **Section 16.4.2. Seasonal Work/Summer School.**

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

5  
6 **Section 16.5. Layoff and Recall.**

7 In the event of layoff, the District will first meet and confer with the Association.  
8

9 **Section 16.5.1. Position Displacement.**

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

- 14
- 15 A. A displaced classification employee may elect to remain in the same position in the
- 16 event that the position is still available; or
- 17 B. A displaced classification employee will start at the bottom of their specific
- 18 classification seniority list and select the least senior employee who is comparable
- 19 in hours, salary schedule, days (equal days = within five (5) days more or less), and
- 20 if applicable, specific job duties determined by grade level and program. The
- 21 classification employee will be awarded a position as close in hours, rate of pay, and
- 22 days as feasible; or
- 23 C. The classification employee may bump a position as close in hours, within thirty
- 24 (30) minutes more or less than their previous total hours as feasible; or
- 25 D. The displaced classification employee may take the least senior position with less
- 26 hours and days within the general job classification; or
- 27 E. If no position comparable in hours, salary schedule and days are available, the
- 28 displaced classification employee will remain on the displacement list until a
- 29 position of comparable hours, salary schedule, and days becomes available. Such
- 30 displaced classification employees shall have priority pursuant to Article XVI,
- 31 Section 16.5.2. in being awarded a substantially equal position until all displaced
- 32 employees are returned to work.
- 33 F. For the purpose of this Section, substantially equal means up to thirty (30) minutes
- 34 more or less than the employee’s previous assignment.
- 35

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

38 **Section 16.5.2. Reemployment List.**

39 In the event of a layoff, the employee so affected shall be placed on a reemployment list  
40 maintained by the District according to seniority. If the employee is on layoff and new or open  
41 positions are posted, current employees will have priority. Employees on layoff status will have  
42 priority over non-employees in filling open and new positions, provided the employee is  
43 qualified. Names shall be maintained on the reemployment list for two (2) years. After two (2)  
44 years, the employee shall, on a yearly basis, but no later than June 30th be required to file a  
45 written notice requesting to remain on the reemployment list (not to exceed four (4) years  
46 total).  
47  
48





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

3  
4 Individuals whose names are on the reemployment list, who elect to accept a position with the  
5 District which is substantially less than the position previously held, shall remain an active  
6 name on the reemployment list.

7  
8 **Section 16.5.3. Address Changes.**

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

14  
15 **Section 16.5.4. Reemployment Offer.**

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

22  
23 **Section 16.5.5. Voluntary Resignation.**

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

27  
28  
29  
30 **ARTICLE XVII**

31  
32 **COMPLETE AGREEMENT**

33  
34 **Section 17.1.**

35 The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties, and  
36 no oral statement shall add to or supersede any of its provisions.

37 The parties acknowledge that during the bargaining which preceded this Agreement, each had the  
38 unlimited right and opportunity to make demands and proposals with respect to any subject or matter  
39 not removed by law from the area of collective bargaining and that the understandings and agreements  
40 arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement.

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

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

**ARTICLE XVIII**

**TERMS AND CONDITIONS OF THIS AGREEMENT**

**Section 18.1. Duration.**

Duration of this Agreement shall be from September 1, 2018 to August 31, 2021. Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Article XVIII, Section 18.2.

**Section 18.1.1.**

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

**Section 18.1.2.**

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

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

**Section 18.1.3.**

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

**Section 18.1.4.**

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

**Section 18.1.5.**

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

**Section 18.2. Reopeners.**

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

**Section 18.3. Statutes.**

This Agreement shall be subordinate to federal and state laws not existing or hereinafter enacted.

ARTICLE XIX

NO STRIKE / NO LOCKOUT

Section 19.1. No Strike.

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

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

Section 19.2. No Lockout.

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

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

EAST VALLEY (SPOKANE) CHAPTER

EAST VALLEY SCHOOL DISTRICT #361

BY: Janet Jenkins
Janet Jenkins, Chapter President

BY: Kelly Shea
Kelly Shea, Superintendent

DATE: March 8, 2019

DATE: March 8, 2019



**SCHEDULE A**  
**EAST VALLEY SCHOOL DISTRICT #361**  
**SEPTEMBER 1, 2018 - AUGUST 31, 2019**

| <b>POSITION</b>   |  |               |               |               |               |               |  |               |
|---|--|---------------|---------------|---------------|---------------|---------------|--|---------------|
| <b><u>CUSTODIANS</u></b>  |  |               |               |               |               |               |  |               |
|   | <b>Probation</b>   |               |               |               |               |               |  | <b>Year 8</b> |
|   | <b>90%</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |  | <b>Step 6</b> |
| Custodial Liaison   | 17.33  | 19.26         | 19.93         | 20.63         | 21.35         | 22.10         |  | 22.87         |
| Lead Custodian (HS)   | 16.61  | 18.45         | 19.10         | 19.76         | 20.45         | 21.17         |  | 21.91         |
| Lead Custodian  | 16.55  | 18.39         | 19.02         | 19.69         | 20.38         | 21.10         |  | 21.84         |
| Night Foreman   | 16.55  | 18.39         | 19.02         | 19.69         | 20.38         | 21.10         |  | 21.84         |
| Custodian   | 14.48  | 16.09         | 16.65         | 17.23         | 17.84         | 18.46         |  | 19.11         |
| <b><u>NUTRITION SERVICE</u></b>   |  |               |               |               |               |               |  |               |
|   | <b>Probation</b>   |               |               |               |               |               |  | <b>Year 8</b> |
|   | <b>90%</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |  | <b>Step 6</b> |
| Kitchen Manager (HS)  | 14.28  | 15.87         | 16.42         | 17.00         | 17.59         | 18.21         |  | 18.84         |
| Kitchen Manager   | 13.02  | 14.46         | 14.96         | 15.49         | 16.03         | 16.59         |  | 17.17         |
| Assistant Cook  | 11.67  | 12.97         | 13.43         | 13.90         | 14.38         | 14.89         |  | 15.40         |
| <b><u>PARAEDUCATORS</u></b>   |  |               |               |               |               |               |  |               |
|   | <b>Probation</b>   |               |               |               |               |               |  | <b>Year 8</b> |
|   | <b>90%</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |  | <b>Step 6</b> |
| Sign Language Interpreter   | 16.21  | 18.01         | 18.64         | 19.30         | 19.96         | 20.67         |  | 21.39         |
| OTA/PTA/Instructional Technology  | 12.99  | 14.38         | 14.87         | 15.36         | 15.89         | 16.42         |  | 16.98         |
| Building Supervision, Cashier<br>In-School Suspension, Instructional,<br>Library, Office, Therapy Support<br>Title/LAP Special Education                          | 12.49  | 13.88         | 14.37         | 14.86         | 15.39         | 15.92         |  | 16.48         |
| Special Education, DD Paraeducator  | fifty cents (\$0.50) per hour added to rate of pay per section 9.3 |               |               |               |               |               |  |               |
| <b><u>MAINTENANCE</u></b>   |  |               |               |               |               |               |  |               |
|   | <b>Probation</b>   |               |               |               |               |               |  | <b>Year 8</b> |
|   | <b>90%</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |  | <b>Step 6</b> |
| HVAC, Journeyman Electrician  | 20.34  | 22.60         | 23.39         | 24.21         | 25.05         | 25.93         |  | 26.84         |
| Journeyman Plumber  |  |               |               |               |               |               |  |               |
| Maintenance Specialist  | 18.21  | 20.23         | 20.94         | 21.68         | 22.43         | 23.22         |  | 24.03         |
| Maintenance Assistant,<br>Grounds Assistant   | 15.44  | 17.16         | 17.76         | 18.39         | 19.03         | 19.70         |  | 20.39         |
| <b><u>SECRETARIAL/CLERICAL</u></b>  |  |               |               |               |               |               |  |               |
|   | <b>Probation</b>   |               |               |               |               |               |  | <b>Year 8</b> |
|   | <b>90%</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |  | <b>Step 6</b> |
| Secretary/Bookkeeper  | 15.64  | 17.37         | 17.99         | 18.61         | 19.27         | 19.94         |  | 20.64         |
| 1. Longevity Pay:   |  |               |               |               |               |               |  |               |
| Upon completion of fifteen (15) years of service add fifty (\$0.50) cents per hour.   |  |               |               |               |               |               |  |               |
| Upon completion of twenty (20) years of service add fifty (\$0.50) cents per hour.  |  |               |               |               |               |               |  |               |
| Upon completion of twenty (25) years of service add fifty (\$0.50) cents per hour.  |  |               |               |               |               |               |  |               |
| 2. Any shift where fifty percent (50%) or more of the shift is after 11:00 p.m., the entire shift will receive an additional twenty-five cents (\$0.25) per hour. |  |               |               |               |               |               |  |               |



**SCHEDULE A**  
**EAST VALLEY SCHOOL DISTRICT #361**  
**SEPTEMBER 1, 2018 - AUGUST 31, 2019**

| <b>POSITION</b>   |  |               |               |               |               |               |  |               |
|---|--|---------------|---------------|---------------|---------------|---------------|--|---------------|
| <b><u>TRANSPORTATION</u></b>  | <b>Probation</b>   |               |               |               |               |               |  | <b>Year 8</b> |
|   | <b>90%</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |  | <b>Step 6</b> |
| Lead Mechanic   | 21.08  | 23.42         | 24.24         | 25.09         | 25.96         | 26.87         |  | 27.81         |
| Mechanic  | 18.29  | 20.32         | 21.04         | 21.77         | 22.54         | 23.33         |  | 24.14         |
| Router  | 16.82  | 18.68         | 19.34         | 20.02         | 20.72         | 21.45         |  | 22.77         |
| Bus Driver  | 16.43  | 18.26         | 18.91         | 19.56         | 20.25         | 20.96         |  | 21.69         |
| Vehicle Service Assistant   | 16.43  | 18.26         | 18.91         | 19.56         | 20.25         | 20.96         |  | 21.69         |
| Warehouse   | 15.81  | 17.56         | 18.18         | 18.81         | 19.48         | 20.15         |  | 20.86         |
| Courier, Warehouse Assist.  | 15.04  | 16.71         | 17.30         | 17.90         | 18.53         | 19.17         |  | 19.85         |
| Transportation Assistant  | 12.49  | 13.88         | 14.37         | 14.86         | 15.39         | 15.92         |  | 16.48         |
| Trans. Asst. Trainer  | One dollar (\$1.00) per hour added to rate of pay during training  |               |               |               |               |               |  |               |
| Driver Trainer  | Two dollars (\$2.00) per hour added to rate of pay during training |               |               |               |               |               |  |               |
| <b><u>TECHNICAL</u></b>   | <b>Probation</b>   |               |               |               |               |               |  | <b>Year 8</b> |
|   | <b>90%</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |  | <b>Step 6</b> |
| Print Shop Operator   | 16.92  | 18.80         | 19.46         | 20.13         | 20.84         | 21.57         |  | 22.32         |
| <b><u>SECURITY</u></b>  | <b>Probation</b>   |               |               |               |               |               |  | <b>Year 8</b> |
|   | <b>90%</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |  | <b>Step 6</b> |
| Campus Supervisor   | 17.32  | 19.25         | 19.92         | 20.62         | 21.34         | 22.08         |  | 22.86         |
| <b><u>HEALTH SERVICE</u></b>  | <b>Probation</b>   |               |               |               |               |               |  | <b>Year 8</b> |
|   | <b>90%</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> |  | <b>Step 6</b> |
| RN & BSN  | 23.86  | 26.51         | 27.44         | 28.41         | 29.40         | 30.43         |  | 31.49         |
| LPN   | 17.37  | 19.30         | 19.98         | 20.67         | 21.40         | 22.14         |  | 22.93         |
| Health Room Assistant   | 12.49  | 13.88         | 14.37         | 14.86         | 15.39         | 15.92         |  | 16.48         |
| 1. Longevity Pay:   |  |               |               |               |               |               |  |               |
| Upon completion of fifteen (15) years of service add fifty (\$0.50) cents per hour.   |  |               |               |               |               |               |  |               |
| Upon completion of twenty (20) years of service add fifty (\$0.50) cents per hour.  |  |               |               |               |               |               |  |               |
| Upon completion of twenty (25) years of service add fifty (\$0.50) cents per hour.  |  |               |               |               |               |               |  |               |
| 2. Any shift where fifty percent (50%) or more of the shift is after 11:00 p.m., the entire shift will receive an additional twenty-five cents (\$0.25) per hour. |  |               |               |               |               |               |  |               |



**SCHEDULE A**  
**EAST VALLEY SCHOOL DISTRICT #361**  
**SEPTEMBER 1, 2018 - AUGUST 31, 2019**

| <b>POSITION</b>  |                          |                   |                   |                   |                   |                     |                       |                    |
|--|--------------------------|-------------------|-------------------|-------------------|-------------------|---------------------|-----------------------|--------------------|
| <b><u>ECEAP</u></b>  | <b>Probation<br/>90%</b> | <b>Year<br/>1</b> | <b>Year<br/>2</b> | <b>Year<br/>3</b> | <b>Year<br/>4</b> | <b>Year<br/>5-9</b> | <b>Year<br/>10-14</b> | <b>Year<br/>15</b> |
| Family Service Coordinator   | 18.43                    | 20.48             | 21.23             | 22.20             | 23.25             | 24.31               | 25.37                 | 26.42              |
| Lead Teacher   | 18.31                    | 20.35             | 21.13             | 21.94             | 22.73             | 23.53               | 24.31                 | 25.10              |
| Assistant Teacher I  | 14.64                    | 16.26             | 16.80             | 17.35             | 17.88             | 18.43               | 18.97                 | 19.52              |
| *Assistant Teacher II  | 12.28                    | 13.65             | 14.17             | 14.67             | 15.21             | 15.80               | 16.37                 | 16.98              |
| 1. Longevity Pay:  |                          |                   |                   |                   |                   |                     |                       |                    |
| Upon completion of fifteen (15) years of service add fifty (\$0.50) cents per hour.  |                          |                   |                   |                   |                   |                     |                       |                    |
| Upon completion of twenty (20) years of service add fifty (\$0.50) cents per hour.   |                          |                   |                   |                   |                   |                     |                       |                    |
| Upon completion of twenty-five (25) years of service add fifty (\$0.50) cents per hour.  |                          |                   |                   |                   |                   |                     |                       |                    |
| 2. Any shift where fifty percent (50%) or more of the shift is after 11:00 p.m., the entire shift will receive an additional twenty-five cents (\$0.25) per hour.  |                          |                   |                   |                   |                   |                     |                       |                    |
| *All ECEAP Assistant Teacher IIs will move to the Assistant Teacher I step closest to their current rate of pay without a reduction effective September 1, 2018. Any Assistant Teacher II hired after September 1, 2018 will be required to meet fewer minimum employment qualifications and therefore will be paid on the Assistant Teacher II pay scale. |                          |                   |                   |                   |                   |                     |                       |                    |



1 LETTER OF AGREEMENT

2  
3  
4 THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT  
5 BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, EAST  
6 VALLEY (SPOKANE) CHAPTER AND EAST VALLEY SCHOOL DISTRICT #361. THIS  
7 AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.2. OF THE  
8 CURRENT COLLECTIVE BARGAINING AGREEMENT.  
9

10  
11  
12 The parties agree to add a new section:  
13

14  
15 Section 7.2.3.

16 Vacation requests submitted on or before November 1 of each contract year shall be considered  
17 and awarded on a seniority basis. Requests submitted after November 1 of each contract year  
18 may be considered on a first come, first served basis. Requests for vacation must be approved  
19 by the building/department supervisor according to department/district needs.  
20

21  
22  
23  
24  
25 This Letter of Agreement shall become effective on September 1, 2018, and shall remain in effect until  
26 August 31, 2019, and will be attached to the current Collective Bargaining Agreement.  
27

28  
29  
30  
31 PUBLIC SCHOOL EMPLOYEES  
32 OF WASHINGTON / SEIU LOCAL 1948  
33

34  
35 EAST VALLEY (SPOKANE) CHAPTER

EAST VALLEY SCHOOL DISTRICT #361

36  
37  
38  
39 BY: Janet Jenkins  
40 Janet Jenkins, Chapter President  
41

BY: Kelly Shea  
Kelly Shea, Superintendent

42  
43 DATE: 3-12-19  
44

DATE: 3-12-19  
45  
46  
47  
48



MEMORANDUM OF UNDERSTANDING

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

THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT BETWEEN THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, EAST VALLEY (SPOKANE) CHAPTER AND EAST VALLEY SCHOOL DISTRICT #361. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.2. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that as the Nutrition Services and Student Services Administrative Assistant positions become vacant, they will become positions within PSE and added to Article 1, Section 1.2.

This Memorandum of Understanding shall become effective on September 1, 2018 and shall remain in effect until all positions listed have become part of the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON / SEIU LOCAL 1948

EAST VALLEY (SPOKANE) CHAPTER

EAST VALLEY SCHOOL DISTRICT #361

BY: Janet Jenkins  
Janet Jenkins, Chapter President

BY: Kelly Shea  
Kelly Shea, Superintendent

DATE: 3-12-19

DATE: 3-12-19

