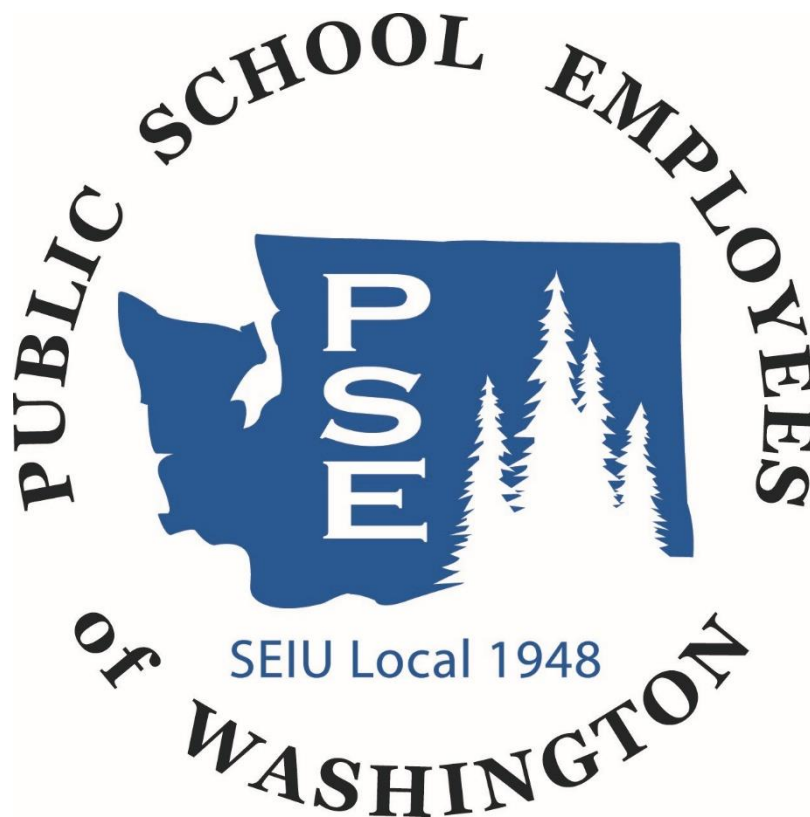


COLLECTIVE BARGAINING AGREEMENT BETWEEN
WEST VALLEY SCHOOL DISTRICT #363
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
WEST VALLEY (SPOKANE)
SECRETARIES, NUTRITION SERVICES
AND PARAEDUCATORS (SNAP) CHAPTER

SEPTEMBER 1, 2016 – AUGUST 31, 2019



Public School Employees of Washington/SEIU Local 1948

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DECLARATION OF PRINCIPALS

- A. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
- B. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
- C. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for great participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
- D. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
- E. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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P R E A M B L E

This Agreement is entered into between the Board of Directors on behalf of the West Valley (Spokane) School District No. 363 (hereinafter “Board” or “District”) and Public School Employees of West Valley (Spokane) Secretaries, Nutrition Services and Paraeducators (SNAP) Chapter an affiliate of Public School Employees of Washington (hereinafter “Association”).

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A R T I C L E I

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

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

1 **Section 1.3.**

2 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the
3 following general job classification: Secretaries, Nutrition Services, Paraeducators and Health Care
4 Services. Temporary and Substitute employees shall be included per the limitations in Section 1.3.1.
5 The Nutrition Services Director and his/her office staff and Central Administration office staff, shall be
6 excluded from the bargaining unit.

7
8 **Section 1.3.1. Temporary and Substitute Employees.**

9 Temporary and Substitute employees who work more than thirty (30) consecutive days in the
10 same position, within one school year, shall be members of the bargaining unit during the period
11 during which they are substituting beyond the thirty (30) day period, during the period September
12 1 through August 31.

13
14 Temporary and Substitute employees (as defined in the previous two paragraphs) included in the
15 bargaining unit earn only such rights and benefits as are specifically designated for them in this
16 section. Such designated rights and benefits are:

- 17
18 1. Temporary and Substitutes employees will be placed on the regular salary schedule
19 at Step 1.
- 20
21 2. Temporary and Substitute employees will have consideration in the filling of open
22 positions when a letter of interest is submitted to the District office. It is the
23 substitute's responsibility to keep informed of current openings.
- 24
25 3. Temporary and Substitute employees will be included in Article X (Association
26 Membership and Checkoff, except Section 10.5.1.) beginning on the thirty-first
27 (31st) day of employment.

28
29 Temporary and Substitute employees not meeting the long-term requirements referenced above
30 are specifically excluded from the bargaining unit.

31
32 **Section 1.3.2.**

33 A Substitute must pass required testing prior to being eligible for permanent hire.

34
35 **Section 1.4.**

36 The purpose of this Article is to recognize the right of the bargaining agent to bargain for employees in
37 the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as
38 obligating the Board in any way to continue any functions or policies operant prior to date of recognition.

39
40 **Section 1.5.**

41 The District shall maintain a job description for all secretarial, nutrition services, paraeducator and health
42 care services positions in the Bargaining Unit. Job descriptions will be kept current and updated as
43 necessary to reflect any changes. Copies of all job descriptions will be provided to the Association
44 President upon request.

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ARTICLE II

MANAGEMENT RIGHTS

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this contract, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees for justifiable cause; and the right to release employees from duties because of lack of work. The District shall retain the right to maintain efficiency of the District operation by determining the methods and the means by which operations undertaken by the employees in the unit are to be conducted.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this Agreement shall have the right to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Directors of the District after following established channels of management.

Section 3.2.

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

Section 3.3.

Employees of the units subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the District as hereinafter provided.

Section 3.4.

The Building Principal/Program Director or his/her designee (i.e., another administrator) shall be responsible for the evaluation of employees assigned to him/her. All employees shall be evaluated within the first sixty (60) workdays of the commencement of their employment.

All employees, including new employees, shall be evaluated annually; such evaluations are to be completed not later than June 1, of the year in which the evaluation takes place.

The employee shall sign the evaluation report and attach comments as desired. The signature of the employee does not, however, imply that the employee agrees with the content of the evaluation. The evaluation shall be kept in the employee's personnel file.

1 **Section 3.4.1.**

2 Each Supervisor shall address concerns as they occur throughout the year with the employee.
3 Unless the Supervisor addresses the concerns with the employee prior to the evaluation
4 conference, the concern will not be included in the evaluation.
5

6 **Section 3.5.**

7 Neither the District, nor the Association, shall discriminate against any employee subject to this
8 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical
9 handicap with respect to a position, the duties of which may be performed efficiently by an individual
10 without danger to the health or safety of the physically handicapped person or others.
11

12 **Section 3.6. Personnel Files.**

13 There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
14 District office. A copy of any material placed in the personnel file must be given to the employee within
15 five (5) workdays of its inclusion. The employee shall be permitted to attach written remarks to any
16 document so included.
17

18 Each employee shall have the right, upon request and after making an appointment with the personnel
19 administrator, to review the contents of his/her personnel file. The review shall be made in the presence
20 of the administrator responsible for safekeeping of these files. During the review employees shall be
21 allowed to copy any material therein. Any derogatory material may, at the request of the employee, be
22 removed from the file at the discretion of the Superintendent after two (2) years.
23

24 **Section 3.7.**

25 The District shall provide adequate funding and resources to insure that the appropriate classified staff
26 will acquire the skills and knowledge necessary to meet the needs of students with disabilities including
27 students identified with behavioral disabilities.
28

29 **Section 3.8.**

30 Appropriate classified staff shall receive training sufficient to meet the recommended core competencies
31 pursuant to RCW 28A.415.310.
32

33 **Section 3.9.**

34 Non-licensed Healthcare Services employees assigned to a student(s) with diabetes, catheterization, or
35 nasal spray administration shall be provided training and/or the right of refusal. Employees electing to
36 accept these duties shall receive a stipend of \$.50 per hour for up to six (6) hours per day, while providing
37 services to the student(s)
38

39 **Section 3.10.**

40 In the event an employee is assigned to a position in which he/she believes his/her physical safety is at
41 risk, he/she will identify the nature of the specific risk notifying their supervisor or his/her designee in
42 writing. The employee and their supervisor and/or designee will develop a written plan identifying
43 specific actions to be taken to assure reasonable employee safety. Actions may include training,
44 attending meetings where student behavior is discussed, providing protective equipment, and/or any
45 other type of action where the employee is able to express their concern to improve student behavior.
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ARTICLE IV

ASSOCIATION RIGHTS

Section 4.1.

The Association has the right and responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern either orally or in writing, to consult or to be consulted with respect to the formulation, development, and implementation of employee/employer relations, matters, and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2.

The Association reserves the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of the State of Washington/SEIU 1948.

Section 4.3.

As part of their general orientation, the District shall provide new employees with an “Association Packet”, including this agreement, which will be provided by the Association and printed at Association expense. It is the Association’s responsibility to keep current “Association Packets” with the District. New employees will be given information pertaining to wages, hours, working conditions and all benefits to which they are entitled within two (2) weeks after being hired.

Section 4.4.

On or before November 1st and March 1st during the term of this Agreement, the District shall provide the names, addresses, work assignments, and salary information of bargaining unit employees to the President of the Association.

Section 4.5.

The Association shall promptly be notified by the District of any written grievances or written disciplinary actions against any employee in the unit. Employees have the right for Union representation when a meeting may lead to discipline.

Section 4.6.

The President of the Association and designated Union officials will be provided time off without loss of pay to a maximum of ten (10) cumulative days per year to attend to Union business. The Association shall pay for a substitute when necessary.

Section 4.7.

Representatives of the Union, upon making their presence known to the District, shall have access to the District premises during business hours. Conferences or meetings between the employees and the Union representatives will not interfere with the employee’s normal work schedule.

Section 4.8. Bulletin Boards.

The District shall provide space in each school for a bulletin board provided for Association use. The Association shall have the right to post notices of activities and matters of Association concern on these bulletin boards. The bulletins posted by the Association are the responsibility of the officials of

1 the Association. There shall be no distribution or posting of information, pamphlets or advertisements
2 for or against Federal, State, or local political matters on District property.
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6 ARTICLE V

7 APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

8 **Section 5.1.**

9 It is agreed and understood that matters appropriate for consultation and negotiation between the
10 District and the Association are policies, programs, and procedures relating to or affecting hours,
11 wages, grievance procedures and general working conditions of employees in the bargaining unit
12 subject to this Agreement.
13
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15 **Section 5.2.**

16 It is further agreed and understood that the District will consult with the Association, and meet with the
17 Association upon its request, in the formulation of any changes being considered in existing benefits,
18 policies, practices and procedures.
19
20

21 **Section 5.3.**

22 It is further recognized that this Agreement does not alter the responsibility of either party to meet with
23 the other party to advise, discuss, or consult regarding matters concerning working conditions not
24 covered by this Agreement.
25

26 **Section 5.4.**

27 The Association will, from time to time, as appropriate, be advised of current and predicted workload
28 information.
29

30 **Section 5.5. School Calendar.**

31 The District agrees to meet and confer regarding the calendar. A representative from the Association
32 may serve on the District's Calendar Committee and the members of the Association will be allowed to
33 vote on proposed calendars before the calendar receiving the majority of votes is presented to the
34 District Board of Directors for consideration. Changes required during the year due to weather
35 conditions and/or other emergency type problems will be made by the Superintendent. Before make-
36 up days are decided, there will be discussion between the Superintendent and the calendar committee;
37 unless an emergency exists, however, the final decision will be made by the Superintendent.
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41 ARTICLE VI

42 ASSOCIATION REPRESENTATION

43 **Section 6.1. Labor/Management Meetings.**

44 Association representatives shall meet with the Superintendent of the District and/or his/her designated
45 representatives on a mutually agreeable basis to discuss matters of concern. Additional persons may,
46 by mutual agreement, attend these meetings on an as-needed basis. It is the intent of the parties that
47
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1 problems arising relative to the administration of this Agreement will also be discussed at these
2 meetings.

3
4 The meeting may not take the place of negotiations and will not in any way modify, alter, or delete
5 provisions of this Agreement.
6

7 **Section 6.2.**

8 The Association representatives shall represent the Association and employees in meetings with
9 officials of the District to discuss matters of mutual interest. The District office will contact the
10 Association representative's immediate supervisor to obtain permission for attendance at grievance or
11 other meetings with the District if the meeting is scheduled during that employee's normal workday.
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15 **ARTICLE VII**

16 **HOURS OF WORK AND OVERTIME**
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19 **Section 7.1.**

20 The workweek shall consist of five (5) consecutive days or as bid, Monday through Friday, followed by
21 two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an
22 employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive
23 days of rest.
24

25 **Section 7.2.**

26 Each employee shall be assigned to a definite shift with designated time of beginning and ending. The
27 beginning and ending times may be changed on a permanent basis, up to one hour at the District's
28 discretion or employee's request, with supervisor approval. Written notification of such changes will be
29 given to the Association. Under special or unusual circumstances, these times may be changed on a
30 temporary basis at the District's discretion or employee's request, with supervisor approval.
31

32 **Section 7.3.**

33 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
34 District will notify employees to refrain from coming to work by radio, television, and/or telephone.
35

36 **Section 7.4.**

37 All hours worked over forty (40) in one week shall be overtime and shall be paid at the rate of one and
38 one-half (1 ½) times the employee's regular rate. All overtime must have approval from the immediate
39 supervisor.
40

41 **Section 7.4.1.**

42 Employees required to work through their regular lunch periods will be given time to eat at a
43 time agreed upon by the employee and the supervisor. Employees required by their supervisor
44 to work through their lunch period will be paid for the lunch period at the appropriate rate.
45 Employees who work through their lunch period at their own discretion may be subject to
46 discipline.

47 **Section 7.4.2.**

48 Employees are limited from coaching due to the "Castle Rock Decision". Employees may not

1 work more than forty (40) hours per week without accruing overtime. Coaching hours count
2 toward the hours worked during the work week. The District, building Principal, and Athletic
3 Director all must agree to allow the schedule to be flexed during the coaching season. The
4 District may reduce hours during coaching season to keep total hours of no more than forty (40)
5 hours per week. The reduced hours may be made up outside of the coaching season. The
6 employee shall be eligible to maintain up to their annual bid hours for the year.

7
8 **Section 7.5.**

9 When an employee is assigned to assume the position of an employee in a higher paid position, she/he
10 will receive his/her rate of pay unless the assignment is five (5) days or longer, then the employee will
11 receive the rate of pay for the higher paid position at Step I or his/her own rate of pay whichever is
12 greater. The higher rate will be retroactive to the first day worked.

13
14 **Section 7.6.**

15 In the event a Kitchen Manager is absent, the senior employee in that kitchen will have the first right of
16 refusal to fill in for the Kitchen Manager. Employee must have completed Kitchen Manager training to
17 be eligible. Trainings for Kitchen Manager shall be offered three times per school year at no cost to the
18 employee.

19
20 **Section 7.7.**

21 Employee break and lunch periods will be provided as follows:

- 22
- 23 1. From 2 hours to 4 hours 15 minute break.
 - 24
 - 25 2. Over 4 hours to 6 hours 15 minute break, 30 minute unpaid, uninterrupted lunch break.
26 Employees may elect to forego their lunch break with the consent
27 of supervisor.
 - 28
 - 29 3. Over 6 hours up to 8 hours 15 minute break in each half shift and a 30 minute paid,
30 interruptible lunch or a 30 minute unpaid uninterruptible lunch at
31 the option of the District.
 - 32
 - 33 4. 8 hours 15 minute break in each half shift and a 30 minute paid,
34 interruptible lunch or a 30 minute unpaid, uninterruptible
35 lunch at the option of the District.
 - 36

37 **Section 7.8.**

38 An employee may, at his/her option, request time off in lieu of overtime compensation or payment for
39 hours worked beyond the employee's normal work shift. Time off, if granted, may be accrued; provided,
40 however, that records shall be maintained and there must be reasonable expectation that the employee
41 will be provided an opportunity to expend the accrued time. The District shall not solicit employees to
42 accept time off in lieu of other compensation. Time off in lieu of overtime as provided in this Article
43 shall be accrued at the rate of one and one-half (1 ½) hours for each hour worked, according to FLSA
44 regulations. Time sheets are official records for all hours worked.

45
46 Compensatory time may be used by mutual agreement of the employee and the immediate supervisor.
47 Compensatory time accrued but not used before the end of the school year shall be paid in the last pay
48 period of the year.

1 **Section 7.8.1.**

2 Employees will be allowed to accrue and bank compensatory time to use on days where their
3 work hours are reduced due to a reduction in the student attendance day.
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6
7 **ARTICLE VIII**

8
9 **HOLIDAYS AND VACATIONS**

10
11 **Section 8.1. Holidays.**

12 Employees subject to this Agreement shall receive the following paid holidays:
13

- | | | |
|----|-------------------------------|------------------------------------|
| 14 | 1. New Year’s Day | 7. Day before or after Christmas |
| 15 | 2. Labor Day | 8. Martin Luther King Jr. Birthday |
| 16 | 3. Thanksgiving Day | 9. President’s Day |
| 17 | 4. Christmas Day | 10. Veterans Day |
| 18 | 5. Memorial Day | 11. Independence Day |
| 19 | 6. Day after Thanksgiving Day | |

20
21 **Section 8.1.2.**

22 Holidays which occur on Saturday will be honored by time off on the preceding Friday. In the
23 event school is in session on that Friday, employees will be expected to work as usual and another
24 day shall be designated as the holiday. Holidays which occur on Sunday will be honored on the
25 following Monday. In the event that school is in session on that Monday, employees will be
26 expected to work as usual and another day shall be designated as the holiday.
27

28 **Section 8.1.3. Unworked Holidays.**

29 Employees shall receive pay equal to their normal work shift at their base rate in effect at the
30 time of the holiday. Employees who are on the active payroll and have worked either their last
31 shift preceding the holiday or their first shift succeeding the holiday, and are not on leave of
32 absence, shall be eligible for pay for such unworked holiday. An exception to this requirement
33 will occur if the employees can furnish proof satisfactory to the District that because of illness,
34 they were unable to work on either of such shifts, and the absence previous to such holidays by
35 reason of such illness, has not been longer than thirty (30) regular workdays. Active payroll for
36 less than 260 day employees shall coincide with the school calendar.
37

38 **Section 8.1.4. Worked Holidays.**

39 Employees who are required to work on the holidays listed in this Article shall be compensated
40 at time and one-half (1 ½) for all hours worked in addition to the holiday pay.
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ARTICLE IX

LEAVES

Section 9.1. Sick Leave.

Section 9.1.1.

Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than twelve (12) days of sick leave per year. An employee who works eleven (11) workdays in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated for one hundred eighty (180) days entitlement. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift. Should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly basis.

Section 9.1.1.A.

Inappropriate use of sick leave will result in disciplinary action or discharge.

Section 9.1.2.

In the event employees are absent for reasons which are covered by industrial insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 9.1.3.

Sick Leave Attendance Incentive Program.

Section 9.1.3.1.

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day monetary compensation for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days pursuant to RCW 41.04.340.

Section 9.1.3.2.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day current monetary compensation for each four (4) full days accrued leave for illness or injury pursuant to RCW 28A.400.210.

1
2 **Section 9.1.4. Sick Leave Sharing Program.**

3 Employees shall be entitled to share sick leave with employees who have exhausted all available
4 paid leave, pursuant to RCW 41.04.665 and District Policy.
5

6 **Section 9.2. Leave for Bereavement.**

7 Leaves will be granted up to a maximum of five (5) days with pay per occurrence for death of members
8 of the immediate family. The immediate family includes father, mother, spouse, domestic partner, child,
9 sister, brother, parent-in-law, sons-in-law, brothers-in-law, sisters-in-law, daughters-in-law, foster
10 parents, grandparent, grandchild, uncle, aunt, cousin, niece, nephew and others approved by the
11 Superintendent. In unusual circumstances, additional bereavement leave may be approved by the
12 Superintendent. Bereavement leave is non-cumulative.
13

14 **Section 9.3. Family Medical Leave Act (FMLA).**

15 The District will provide leave in accordance with Federal and State law. Eligible employees may take
16 up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical
17 reasons. The employee may also be eligible to take leave intermittently - which means taking leave in
18 blocks of time, or by reaching their normal weekly or daily work schedule. To be eligible, the
19 employee must have been employed for at least twelve (12) months. The District is required to
20 maintain insurance coverage for an employee on Family and Medical leave whenever such insurance
21 was provided before the leave was taken, and on the same terms as if the employee had continued to
22 work.
23

24 Leave can be taken for the birth or placement of a child for adoption or foster care; to care for an
25 immediate family member (spouse or domestic partner as defined by Washington law), child, or parent
26 with a serious health condition; or to take medical leave when the employee is unable to work because
27 of a serious health condition. The employee must provide the District with thirty (30) days written
28 notice for foreseeable leaves for birth, adoption, and planned medical treatment. Family and Medical
29 leave may be taken as sick leave for up to thirty (30) work days worth of hours, unless and until such
30 time as the employee's sick leave is exhausted. In the case where Family and Medical leave will
31 exhaust the employee's sick leave, or upon written request of the employee, a leave of absence may be
32 granted without pay.
33

34 Upon return from Family and Medical leave, the employee will be placed into the position occupied
35 before the leave was taken, or if the position is no longer available, a position with equal number of
36 hours, current wages and benefits. Please refer to FMLA laws for updates.
37

38 **Section 9.4. Maternity Leave.**

39 Absence for reasons of maternity shall be granted according to law. The following procedures will be
40 followed:
41

- 42 A. Notification – an employee shall notify the Superintendent in writing of expected day of birth
43 of the child at least one month before that date.
44
- 45 B. Request for Leave of Absence – An employee upon request, shall be granted a leave of absence
46 from her position prior to the birth of a child, the exact date to be determined by the employee's
47 physician.

1 **Section 9.4.1.**

2 The procedure governing leaves of absence for personal illness of injury relating to pregnancy
3 will apply as follows:

- 4
- 5 A. An employee shall receive accumulated sick leave for the period of actual physical disability
6 caused by pregnancy, miscarriage, abortion, childbirth, and recover there from, provided the
7 employee works up to the day her physician indicates as the beginning of her disability.
8
- 9 B. Sick leave will terminate following birth of her child on the date her physician indicates she
10 can perform her school duties.
11
- 12 C. If sick leave is exhausted during the period of physical disability, the employee will
13 automatically be placed on health leave or the duration of the period without pay.
14
- 15 D. Return – As soon as the employee’s attending physician has indicated the date upon which
16 she may return to work, the employee will notify the district office as to that date
17 immediately.
18

19 **Section 9.4.2. Parental Leave.**

20 An employee, upon request, may be granted up to three (3) days leave, on or about the date of
21 the birth of his/her child or placement of a child through adoption or foster care. Such leave
22 shall be deducted from sick leave that accumulated pursuant to Section 9.1.1. above.
23

24 **Section 9.5. Judicial Leave.**

25 In the event an employee is summoned to serve as a juror, or appear as a witness in a lawsuit involving
26 the District, such employee shall receive a normal day’s pay for each day of required presence in court;
27 provided, however, that any compensation received for such services shall be paid to the District. Such
28 repayment shall not exceed the employee’s normal daily pay less bona fide expenses. In the event that
29 any employee is a party in a court action, such employee may request a leave of absence.
30

31 **Section 9.6. Annual Leave.**

32 Employees shall be entitled to one (1) day of annual leave per year upon completion of one (1) year
33 service with the District, two (2) days of annual leave per year upon completion of two (2) years service
34 with the District, three (3) days of annual leave per year upon completion of three (3) years service with
35 the District, and four (4) days annual leave after four (4) years service with the District and five (5) days
36 annual leave after fifteen (15) years service with the District. Such leave shall not be deducted from sick
37 leave. Such leave shall be granted on a first come, first serve basis provided that:
38

- 39 1. Nutrition Services personnel will request and be granted Annual Leave at the approval of the
40 Nutrition Services Director. All other annual leave requests will be directed to the building
41 administrator.
42
- 43 2. Not more than one (1) cook, one (1) secretary, or one (1) paraeducator is gone from any building at
44 the same time, unless approved by the Superintendent.
45
- 46 3. Such leave shall not be used on the first three (3) days of school or the last three (3) days of school,
47 unless approved by the Superintendent.
48

- 1
- 2 4. Such leave may be taken in one (1) hour increments.
- 3
- 4 5. Annual leave requests shall be submitted to the District at least twenty-four (24) hours prior to use
- 5 of such leave. In the event twenty-four (24) hours notice is not possible, the employee may request
- 6 the leave through their immediate supervisor. The supervisor has the final approval in this situation.
- 7
- 8 6. Employees shall be entitled to carry over one (1) day of annual leave and/or sell back up to five (5)
- 9 days of annual leave each year during the month of June, provided they do so on or before June 30th.
- 10 When selling back, employees will receive one day's pay for each day returned.
- 11
- 12 7. All bargaining unit employees shall have the option to use annual leave days for insurance.

13 **Section 9.7. Other Leaves.**

14 **Section 9.7.1. Emergency / Family Illness Leave.**

15 Employees shall be entitled to Emergency/Family Illness Leave. For the purposes of
16 administration of this section, immediate family shall be defined as household members and/or
17 dependents and others as approved by the Superintendent. Such leave shall be deducted from
18 the days accumulated pursuant to Section 9.1.1.

19 **Section 9.7.2. Unusual and Abnormal Circumstances, Including Adoption.**

20 The Superintendent may grant, at his/her discretion, leave for unusual or abnormal
21 circumstances. Such leave may be with, or without pay, as the Superintendent may determine.

22 **Section 9.7.3. Leave Without Pay**

23 An employee may be properly absent from duty only with authorization. Absence from duty
24 may be authorized by the Superintendent or his/her representative, and only as provided by
25 these rules and regulations within the limitations of the law governing such absence. Leave
26 without pay must have prior approval by the employee's supervisor. The supervisor may
27 authorize up to one (1) day per year. Leave without pay for more than one (1) day must be
28 approved by the Superintendent or his/her representative. No employee will be permitted to
29 take more than one (1) day leave without pay per school year without prior approval from the
30 Superintendent or his/her designee.

31 **Section 9.7.3.1.**

32 After three (3) consecutive days absent of illness, the District has the option to request a note
33 from the employee's physician to return to work.

34 **Section 9.7.3.2.**

35 Leaves under this section may be taken for, but are not limited to, the following categories:
36 Personal, Health, Hardship, or Professional Studies Leave.

37 The above titled leaves may be requested. Such leave may be granted up to one (1) year
38 without pay. In unusual circumstances, additional leave may be approved by the
39 Superintendent.

1 **Section 9.7.4. Domestic Violence Leave**

2 The District will provide leave in accordance with RCW 49.76 passed in 2008, which allows
3 victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to
4 take care of legal needs and obtain health care. An employee who is absent from work may
5 elect to use the employee’s sick leave and other paid time off, compensatory time, or unpaid
6 leave. Employees may also take reasonable leave to help a family member obtain needed
7 treatment or services. For this section, family members include a child, spouse, parent, parent-
8 in-law, grandparent or a person whom the employee is dating.
9

10 **Section 9.7.5. Faith or Conscience Leave**

11 Each employee covered by this Agreement is entitled to two (2) unpaid days per year for a
12 reason of faith or conscience or an organized activity conducted under the auspices of a
13 religious denomination, church, or religious organization unless such leave will pose an undue
14 hardship as set forth in WAC 82-56-020, employee must provide at least ten (10) days notice to
15 supervisor.
16
17
18

19 **ARTICLE X**

20 **PROBATION, SENIORITY AND LAYOFF**

21 **Section 10.1.**

22 The seniority of an employee within the bargaining unit shall be established as of the date on which the
23 employee began continuous daily employment after the closing of the bid (hereinafter “hire date”) unless
24 such seniority shall be lost as hereinafter provided. In the event two or more people are hired the same
25 day, seniority will be established by drawing lots. The chapter will be responsible for conducting the
26 drawing. An authorized District representative shall be present and the Chapter will notify the District
27 in writing of the results.
28
29
30

31 **Section 10.2.**

32 Each new hire shall remain in a probationary status for a period of not more than sixty (60) workdays,
33 exclusive of vacation periods, following the hire date. During this probationary period the District may
34 discharge such employee at will.
35

36 **Section 10.3.**

37 Upon completion of the probationary period, the employee will be subject to all rights and duties
38 contained in this Agreement retroactive to the hire date.
39

40 **Section 10.4.**

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

- 42
- 43 A. Resignation;
 - 44 B. Discharge for justifiable cause;
 - 45 C. Retirement; or
 - 46 D. Change in general job classification, as defined in Section 1.3., with the exception that seniority
47 from a former classification can only be activated in the event of a District layoff.
48

1
2 **Section 10.5.**

3 Seniority rights shall not be lost for the following reasons, without limitation:
4

- 5 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
6 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
7 States;
8 C. Time spent on other authorized leaves; or
9 D. Layoff.
10

11 **Section 10.6.**

12 Seniority rights shall be effective within the general job classification. As used in this Agreement,
13 general job classifications are those set forth in Article I, Section 1.3.
14

15 **Section 10.7.**

16 The employee with the earliest hire date shall have preferential rights regarding shift selection. The
17 employee with the earliest hire date shall have preferential rights regarding promotions, assignment to
18 new or open jobs or positions, and layoffs when qualifications, ability and performance are substantially
19 equal with junior employees. If the District determines that seniority rights should not govern because
20 a junior employee possesses ability and performance substantially greater than a senior employee or
21 senior employees, the District shall set forth in writing to the employee or employees and the
22 organization's grievance committee chairperson its reasons why the senior employee or employees have
23 been bypassed.
24

25 **Section 10.7.1.**

26 Changes up to one (1) hour per day or an average of five hours per week shall not be considered
27 a new or open job or position and shall not be required to be bid. Changes up to fifteen (15)
28 minutes or an average of one hour and fifteen minutes in the Nutrition Services classification
29 from the base assignment shall not be required to be bid. For the purpose of implementation of
30 this section, the hours assigned at the beginning of each school year shall be considered as the
31 base assignment.
32

33 **Section 10.8.**

34 Employees who change jobs within a general classification through the five (5) day bid process shall
35 have a trial period of fifteen (15) workdays, exclusive of vacations. If during this fifteen (15) day period
36 the District deems the employee unqualified to meet the job requirements, the employee shall be returned
37 to his/her former position. This trial period may be extended to thirty (30) workdays by District
38 discretion. In the event the employee is returned to his/her former position, the job shall be re-opened
39 for bid.
40

41 In the case of a classification "open bid" there will be no trial period. An employee who selects a new
42 position and then is deemed unqualified by the district or chooses to leave the position, will be placed
43 on layoff and shall be included on the re-employment list as found in Article X, Section 10.10 of the
44 current agreement.
45

46 **Section 10.9.**

47 During the school year, the District will publicize within the bargaining unit for five (5) workdays the
48 availability of an open position as soon as possible after the District is apprised of the opening. Posting

1 during the summer months will be mailed to employees when requested in writing. Notices shall be
2 posted at the District Office. Additionally, notices will be sent to the Chapter President and the unit
3 representatives of each classification. The Association will notify the District Office in writing annually
4 in September of the unit representatives. For the purpose of this section, workdays shall be defined as
5 classified employee workdays within the 180-day calendar.

6
7 **Section 10.10.**

8 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the
9 District according to seniority. Such employees are to have priority in filling an opening in the
10 classification held immediately prior to layoff. Names shall remain on the re-employment list for two
11 (2) years.

12
13 **Section 10.11.**

14 Employees on layoff status shall file their addresses in writing with the personnel office of the District
15 and shall thereafter promptly advise the District in writing of any change of address.

16
17 **Section 10.12.**

18 An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not
19 comply with the requirements of Section 10.11 or if the employee does not respond to the offer of
20 reemployment within two (2) calendar weeks.

21
22 **Section 10.13.**

23 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other
24 accrued benefits; provided, that such employee is offered a position substantially equal in wages, hours
25 and benefits to that held prior to layoff.

26
27
28
29 **ARTICLE XI**

30
31 **DISCIPLINE, DISCHARGE, RESIGNATION AND RETIREMENT OF EMPLOYEES**

32
33 **Section 11.1.**

34 The District shall have the right to discipline or discharge an employee for justifiable cause. Any
35 disciplinary action or measure imposed upon an employee after the employee completes his/her
36 probationary status may be processed as a grievance through the grievance procedure hereinafter
37 provided.

38
39 **Section 11.2.**

40 If any employee desires to quit or if the District discharges an employee, two (2) weeks' notice shall be
41 given, provided, however, that the District is not obligated to give such notice where an employee is
42 discharged for immorality, insubordination, intoxication, or just cause.

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ARTICLE XII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 12.1.

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

Section 12.2.

All employees subject to this Agreement, who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty-one (31) days of the hire date.

Section 12.3.

The parties recognize that an employee who was hired after the effective date of this Agreement should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the Administration of this Agreement in an amount to be specified by the State Organization. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 12.4.

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

Section 12.5. Checkoff.

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

Section 12.5.1.

Annually in the month of January, the PSE president will notify the District in writing of the local amount of dues to be collected. The District shall transmit all such funds deducted to the president of the local unit by March 15. Dues shall be per member and not pre-rated per FTE.

Section 12.5.2. Hold Harmless Agreement.

The Association will indemnify and hold the District harmless against any claims made against the District and any suit instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the District any amount paid to it in error.

1
2 **Section 12.6.**

3 The District will notify the Association President of all new hires within five (5) workdays of the hire
4 date.

5
6 **Section 12.7. Political Action Committee**

7 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
8 deduct from the pay of such bargaining unit employee the amount of contribution the employee
9 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a
10 check separate from the Union dues transmittal check. Section 12.5.2. of the Collective Bargaining
11 Agreement shall apply to these deductions. The employee may revoke the request at any time. At
12 least annually, the employee shall be notified about the right to revoke the request by Public School
13 Employees of Washington/SEIU 1948.

14
15
16 **ARTICLE XIII**

17
18 **GRIEVANCE PROCEDURE**

19
20
21 **Section 13.1.**

22 For the purpose of this Agreement, a grievance is defined as a violation of this Agreement.

23
24 **Section 13.2. Grievance Steps.**

25
26 **Section 13.2.1. Step I – Informal.**

27 An aggrieved employee shall first discuss the grievance with his/her immediate supervisor. If
28 the employee so wishes, he may be accompanied by an Association representative at such
29 discussion. If the supervisor wishes, he may request a District representative at this meeting. All
30 grievances not brought to the immediate supervisor in accordance with the preceding sentence
31 within thirty (30) calendar days of the occurrence of the grievance shall be invalid and subject to
32 no further processing. The parties shall have five (5) workdays from this meeting to resolve the
33 grievance.

34
35 **Section 13.2.2. Step II – Written Grievance Statement.**

36 If no settlement has been reached within the five (5) days referred to in the preceding subsection
37 a written statement of grievance shall be submitted within fifteen (15) workdays to the
38 Superintendent or his/her designee. After such submission, the Superintendent or his/her
39 designee shall have ten (10) workdays from the submission to render a decision in writing. These
40 time limits may be extended by mutual agreement of the parties. If an agreeable disposition is
41 rendered all parties to the grievance shall sign it.

42
43 **Section 13.2.3. Step III – Arbitration.**

44 If no settlement is reached within the ten (10) days referred to in the preceding subsection and
45 the Association believes the grievance to be valid, the grievance shall be submitted for arbitration.
46 If the arbitrability of the grievance is an issue, the issue shall be resolved in accordance with
47 RCW 7.04.030, and RCW 7.04.040. The award of the arbitrator shall be final and binding on the
48 parties.

1
2 The costs of the arbitrator's expenses (fee, room, etc.) shall be borne equally by the parties.
3 Each party will pay their own expenses.
4

5 **Section 13.2.3.1.**

6 Should the grievance not be validated by the Association as prescribed in Section
7 13.2.3 and the grievant wishes to appeal to the PSE State Grievance Panel the parties
8 will agree to hold the grievance timelines in abeyance for twenty (20) workdays until
9 the PSE State Grievance makes its decision. After such decision, the grievant will
10 have ten (10) workdays to proceed with the grievance.
11

12 **Section 13.3.**

13 The time limits provided in this Article shall be strictly observed unless extended by written agreement
14 of the parties. Failure of the Association to proceed with its grievance within the time limits provided
15 shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the
16 required action within the time limits provided shall cause the grievance to be automatically elevated to
17 the next level of the grievance procedure.
18

19 **Section 13.4.**

20 For the purposes of Article XIII, a workday shall be defined as days the West Valley School District
21 office is open for business.
22
23
24

25 **ARTICLE XIV**

26 **SALARIES AND EMPLOYEE COMPENSATION**

27
28 **Section 14.1.**

29 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
30 worked. The employee's timesheet is the official record of all hours worked.
31
32

33 **Section 14.2.**

34 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
35 Schedule A attached hereto and by this reference incorporated herein.
36

37 **Section 14.3.**

38 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and
39 conditions of Article XV, Section 15.3. Should the date of execution of this Agreement be subsequent
40 to the effective date, salaries, including overtime, shall be retroactive to the effective date.
41

42 **Section 14.4.**

43 Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this
44 Agreement if possible, and in any case not later than, the second regular payday. In the case of
45 retroactive pay resulting from negotiations pursuant to Article XIII, Section 13.3, such retroactive pay
46 shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any
47 case not later than the second regular pay day.
48

1 **Section 14.5.**

2 Any employee required to travel from one (1) site to another in a private vehicle during working hours
3 shall be reimbursed at the rate established by the Internal Revenue Service for transportation allowance.
4 Changes in reimbursement levels will be made at the time the Internal Revenue Service establishes its
5 new rate.

6
7 **Section 14.6.**

8 Incremental steps including longevity steps on Schedule A, where applicable, shall take effect on
9 September 1 of each year during the term of this Agreement; provided, the employee has been actively
10 employed continuously for at least one-half (1/2) year, or a minimum of ninety (90) days of the previous
11 employment year. For the term of this Agreement, step increases will be funded by the District.

12
13 **Section 14.7.**

14 For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

15
16 **Section 14.8.**

17 Employees required to remain overnight on District business shall be reimbursed for room and board
18 expenditures. The District will reimburse employees reasonable cost of meals, if receipts are turned in.
19 Otherwise they will receive the per diem as defined in Board Procedure #6213.

20
21 **Section 14.9.**

22 A new hire leaving one school district within the State of Washington and commencing employment
23 with West Valley School District shall retain the same longevity, leaves, and other benefits he/she had
24 in the previous district, subject to terms and conditions of this Agreement. Seniority is not retained.

25
26 **Section 14.9.1.**

27 Any new hire not previously employed by a school district within the State of Washington who
28 is hired to perform work similar to that in which he/she was previously engaged, shall be allowed
29 longevity credit as determined by the District. This new hire shall be allowed to transfer one-
30 half (1/2) year for each full year of prior work experience to a maximum of three (3) years
31 longevity credit to the District. This longevity credit shall be applicable to all benefits, including
32 Schedule A, except seniority and vacation credits.

33
34 **Section 14.10.**

35 All permanent employees subject to this Agreement shall be compensated for four (4) in-service days
36 per year. Should an employee choose to use their in-service days to help offset their out of pocket
37 insurance costs, they will still be expected to attend up to three (3) District designated in-service training
38 days without additional pay. Building Nurses may work up to six (6) additional days per school year,
39 including three (3) days prior to the first (1st) day of school and three (3) days after the last day of school.

40
41 **Section 14.10.1.**

42 Mandatory in-services include, but are not limited to, first aid, harassment training, state
43 competencies for Paraeducators and paraprofessionals, ECEAP and nutrition services handling
44 permits as required. Failure of any employee to complete any required in-service may result in
45 disciplinary action and/or termination from employment. The Association and the district will
46 meet annually to discuss needed training and safety concerns.

1 **Section 14.11 Defined Wage Calculations Process**

2 Longevity will be applied to the years of experience and credits wage first, followed by any percentage
3 wage increase agreed upon when calculating wage increases.
4
5
6

7 **ARTICLE XV**

8
9 **TERM AND SEPARABILITY OF PROVISIONS**

10
11 **Section 15.1.**

12 The term of this Agreement shall be September 1, 2016 to August 31, 2019.
13

14 **Section 15.2.**

15 All provisions of this Agreement shall be applicable to the entire term of this Agreement,
16 notwithstanding its execution date, except as provided in the following section.
17

18 **Section 15.3.**

19 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
20 parties in writing. During the term of this Agreement the State Cost of Living Adjustment (COLA) for
21 salary and Insurance shall be added to Schedule A and Appendix A. This Agreement shall be reopened
22 as necessary to consider the impact of any legislation enacted following execution of this Agreement,
23 which may arguably affect the terms and conditions herein or create authority to alter personnel practices
24 in public employment.
25

26 **Section 15.4.**

27 If any provision of this Agreement or the application of any such provision is held invalid, the
28 remainder of this Agreement shall not be affected thereby.
29

30 **Section 15.5.**

31 Neither party shall be compelled to comply with any provisions of this Agreement that conflicts with
32 State or Federal statutes or regulations.
33

34 **Section 15.6.**

35 In the event either of the two (2) previous sections is determined to apply to any provision of this
36 Agreement, such provisions shall be renegotiated pursuant to Section 15.
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ARTICLE XVI

WAIVER

Section 16.1.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as provided in RCW 41.56 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

ARTICLE XVII

SAVINGS

Section 17.1.

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board of the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

WEST VALLEY SNAP CHAPTER

WEST VALLEY SCHOOL DISTRICT #363

BY: Signed By
 Linda Curtis, President

BY: Signed By
 Doug Matson, Deputy Superintendent

DATE: December 8, 2016

DATE: December 8, 2016

Schedule A
West Valley Spokane - SNAP
August 31, 2016 - September 1, 2017

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 11	Year 16	Year 21	Year 26	Year 31
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SECRETARY: Level 1

Head Secretary: WVHS, CMS Special Services	16.27	16.69	17.13	17.41	18.07	18.57	18.83	19.34	19.85	20.87	22.40
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SECRETARY: Level 2

Head Secretary: Elementary, *DHHS *SVHS, *WVCS Counseling: WVHS ASB: WVHS Student Services: DHHS, CMS, WVHS * \$0.50 in addition to current	14.82	15.26	15.70	15.99	16.65	17.15	17.40	17.91	18.42	19.44	20.97
<i>Secretary: Grandfathered Level 3 Pecht, Kuipers, Allen</i>	14.25	14.68	15.13	15.41	16.07	16.56	16.82	17.33	17.84	18.86	20.39

SECRETARY: Level 3

Building Secretaries	13.77	14.08	14.36	14.60	15.00	15.33	15.59	16.10	16.61	17.63	19.16
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NUTRITION SERVICES:

Level 1: Production Manager: CMS, **WVHS, Delivery ** \$0.50 in addition to current	15.20	15.45	15.81	16.09	16.36	16.74	16.99	17.50	18.01	19.03	20.56
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Level 2: Production Manager: Elementary, Millwood Kindergarten Center	14.15	14.41	14.71	14.99	15.24	15.53	15.79	16.30	16.81	17.83	19.36
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Level 3: Serving Manager: WVCS, DHHS, SVHS, WVELC	13.11	13.36	13.61	13.90	14.13	14.33	14.59	15.10	15.61	16.63	18.16
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Level 4: Assistant/Cashier	12.30	12.47	12.77	13.01	13.18	13.43	13.69	14.20	14.71	15.73	17.26
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Schedule A
West Valley Spokane - SNAP
August 31, 2016 - September 1, 2017

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 11	Year 16	Year 21	Year 26	Year 31
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PARAEDUCATOR: Level 1

(Associate of Arts and/or special training required)											
*ECEAP Lead/*SLP-A											
*Family Service Specialist/ELL Interpreter											
**Counseling Assistant											
*Interpreter-Deaf	14.39	14.56	14.74	15.11	15.48	15.97	16.23	16.74	17.25	18.27	19.80
*\$1.00 in addition to current step											
**\$0.50 in addition to current step											

PARAEDUCATOR: Level 2

*ECEAP 2 nd Assistant Instructional											
ECEAP 3 rd Assistant											
*Behavior	12.59	12.75	12.89	13.04	13.19	13.50	14.25	15.25	16.25	17.75	19.75
*\$1.00 in addition to current											

HEALTH CARE SERVICES:

RN***	20.89	21.56	22.26	23.03	23.78	24.55	24.81	25.32	25.83	26.85	28.38
***\$1.00 in addition to current step if assigned to more than one building											

LPN	16.04	16.61	17.16	17.68	18.30	18.97	19.23	19.74	20.25	21.27	22.80
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NON-LICENSED PROVIDER

\$0.50 in addition to current step for up to 6 hrs./day

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APPENDIX A

WEST VALLEY (SPOKANE) SCHOOL DISTRICT #363
SECRETARIES, NUTRITION SERVICES AND PARAEDUCATORS

September 1, 2016 - August 31, 2017

INSURANCE

A. Funding: The District shall provide the State funded insurance allowance prorated per FTE. Insurance payments shall be increased during the term of this Agreement by an amount provided by the State. The District shall contribute any “carve-out” required by HCA/legislature.

1. The District shall contribute an additional five hundred twenty-five dollars (\$525.00) per year, per FTE into the classified insurance pool to help offset out of pocket costs for employees. This amount shall be dependent on the District maintaining an ending fund balance of five percent (5%).

B. An FTE shall be defined as 1,440 hours worked per year and shall be distributed pro-rata.

C. Allocation:

- **Medical insurance, at the option of the employee**
- **Vision, required for all employees**
- **Dental with orthodontia, required for all employees working a minimum of three (3) hours per day**
- **Life, required for all employees working a minimum of twenty (20) hours per week**

After providing basic benefits to employees, any unused monies shall be pooled and reallocated to employees with out of pocket costs. In the event there are no out of pocket costs after providing basic benefits for all employees, the additional moneys can be used for optional benefits.

D. Insurance moneys shall be distributed in accordance with appropriate state law.

E. The District will send out the VEBA contract in September.

F. All bargaining unit employees shall have the option to use annual leave days and in-service days for insurance.