COLLECTIVE BARGAINING AGREEMENT BETWEEN

CHENEY SCHOOL DISTRICT #360

AND

PUBLIC SCHOOL EMPLOYEES OF CHENEY

SEPTEMBER 1, 2017 - AUGUST 31, 2020
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DECLARATION OF PRINCIPLES

The parties agree that the educational welfare and safety of the children of the Cheney School District is paramount in the operation of the District.

The parties further agree that it has been and will continue to be in their mutual interest and purposes to promote systematic and effective employee-management cooperation; to confer and bargain in good faith with respect to grievance procedures, including wages, hours and working conditions.

PREAMBLE

The Board of Directors of Cheney School District Number 360 and the Public School Employees of Cheney do hereby agree that the educational welfare and safety of the children of the Cheney School District is paramount in the operation of this District and will be promoted by both parties. These parties do further agree as follows:

Pursuant to the conditions set forth in the Public Employees Collective Bargaining Act of 1967, this constitutes an agreement between the Cheney School District Number 360 (hereinafter “District”), and the Public School Employees of Cheney, an affiliate of the Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; to confer and bargain in good faith with respect to grievance procedures and collective bargaining on personnel matters, including wages, hours and working conditions; and to promote effective methods for prompt adjustment of differences.

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. Recognition.
The District hereby recognizes the Public School Employees of Cheney and Public School Employees of Washington/SEIU Local 1948 as the exclusive representative of all classified employees in the bargaining unit as described in Section 1.3. The Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Excluded Positions.
The following positions are excluded from the bargaining unit as having met the criteria found in RCW 41.56 for confidential employee: Administrative Secretary to the Superintendent, Administrative Secretary to the Associate Superintendent, Human Resource Officer, Human Resource Specialist, District Accountant, Director of Finance, Director of Nutrition Services, Director of Transportation and Facility Planning, Assistant Director of Transportation, Director of Maintenance, Operations and Safety, Assistant Director of Maintenance and Operations, Director of Information Technology, Payroll Specialist, Payroll Officer, Accounting Specialist and Administrative Secretary to the Director of Student Support Services, Director of District Security.
Section 1.3. Classifications.
The bargaining unit to which this Agreement is applicable will consist of all classified employees as listed in the current Schedule A, and includes all classifications as follows:

- Transportation
- Maintenance/Operations (Custodial, Grounds, Maintenance)
- Technology/Printing
- Nutrition Services
- Secretarial/Clerical
- Paraeducators
- Accounting
- Specialists (LPN, COTA, Interpreter, Health Aide)

Section 1.4. Substitutes.
All classified employees who are substitutes in the above job classifications are included in the bargaining unit limited to the provisions of this Agreement as listed: Schedule A, Section 10.1.

Substitute positions will not exceed thirty (30) workdays unless a substitute position is extended by mutual agreement between the District and the Association. Overload paraeducator positions may be exempt from the thirty (30) workday provision.

Section 1.5. Temporary Positions.
A temporary assignment is defined as an opening that the district can reasonably anticipate will exceed 30 school days. This may be created by a leave of absence, a short-term staffing need which does not warrant the posting of a permanent position, or when extraordinary needs require a temporary appointment.

Temporary positions will be posted with specific beginning and end dates, or likely length of employment specified on the job posting. Employees hired to fill temporary positions will be subject to all provisions of this Agreement.

Section 1.6. Job Descriptions.
The District will post current job descriptions for all positions subject to this Agreement on the District website. The creation of new positions, or the modification of existing positions will require reopening of this Agreement pursuant to Article XXII, Section 22.2 for negotiations including appropriate wage rate and creation of a job description. All postings for new or open positions will be consistent with the current job description for that position.

ARTICLE II
DISTRICT RIGHTS

Section 2.1.
It is agreed that the customary and usual rights, powers, functions and authority of management are vested exclusively in management officials of the District. By way of illustration, not limitation, and in accordance with and subject to applicable laws, regulations and the provisions of this Agreement, these rights include: 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; the right to release employees from duty because of lack of work or other
legitimate reasons. The District will retain the right to maintain efficiency of the District operation by determining the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted.

ARTICLE III

ASSOCIATION RIGHTS

Section 3.1 Notification to Association.
The District will notify the Chapter President of all new hires within five (5) workdays of the hire date. Information provided will include: name, position, location, and hire date.

Personnel updates (Board reports) of new hires, terminations, etc. will be reported electronically to the Chapter President and to the PSE state membership department. Monthly personnel changes, to include previous experience, salary placement, and shift times will be reported to the Chapter President.

Section 3.1.1. Personnel Reports.
On or before the first (1st) day of November and the first (1st) day of March of each year during the term of this Agreement, the District will provide Public School Employees of Washington/SEIU Local 1948 with a complete list of classified employees covered under this agreement to include: name, address, position held, building site and hire date for each classification worked. Upon request, additional information such as seniority list, hourly rate of pay, hours worked per year, annual pay and insurance allocation will be provided.

Section 3.2. Bulletin Boards.
The District will provide bulletin boards for use by the Association, with the number and location of such boards to be as mutually agreed. Materials posted will conform to law, and will not reflect negatively on the District, its management and its employees. Courtesy copies of material to be posted will be provided the building principal or administrator and the Superintendent at the time of posting. The District will not assume the responsibility of or any liability for material posted.

Section 3.3. In-District Mail.
The Association will have the use of the interschool mail facilities and District email for distribution of appropriate Association communications. A copy of such distributed communication will be provided to the Superintendent or Superintendent’s designee.

Section 3.4. Visit by PSE Representative(s).
Visitation rights may be granted by the Superintendent or a designated representative during duty hours to representatives of the Public School Employees of Washington/SEIU Local 1948 to visit with employees. The visiting delegate will notify the District of his/her arrival.

Section 3.5. Release Time for Chapter President.
The President of the Association and designated representatives will be provided a reasonable amount of time off without loss of pay to conduct Association business.
**Section 3.6. State Requested Release Time.**

Release time for Cheney PSE members requested by the Public School Employees of Washington/SEIU Local 1948 State organization may be granted to the employee. All costs associated with the employee’s absence will be reimbursed by PSE of Washington/SEIU Local 1948. Requests for release time will be handled through the Human Resources Department.

**Section 3.7. School Calendar.**

The District agrees to meet, confer and negotiate the calendar, as required by Washington State law, in conjunction with all District employee groups. Changes required during the year due to weather conditions and/or other emergency-type problems will be made by the District. The Association, in conjunction with all District employee groups, will be consulted before days are designated to make up missed time due to “school closure.”

A biennial calendar will be developed as follows:

A. Representatives from all District employee groups will be on the District’s Calendar Committee.

B. PSEC will have two (2) representatives on this committee. The District will consult with the Chapter President for representatives from PSEC when the committee is being formed.

C. Potential calendars will be voted on by all District employees.

D. The calendar eventually receiving a majority of the votes cast will be submitted to the Board of Directors for their consideration.

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**ARTICLE IV**

**LABOR/MANAGEMENT MEETINGS**

**Section 4.1. Meetings.**

The Superintendent and/or his/her designee and the Association President and/or his/her designee will meet throughout the school year to discuss matters of mutual concern. Additional persons may, by mutual agreement, attend these meetings on an as-needed basis. It is the intent of the parties that problems arising relative to the administration of this Agreement will also be discussed at these meetings.

**Section 4.2. Labor/Management Committee.**

In order to promote communications within all classifications as defined in Section 1.3, the parties agree to hold meetings as needed to discuss matters of mutual concern. The Association delegation at these meetings will consist of elected representatives from each classification. The District delegation will consist of the Department Supervisor for the classifications listed above. Additional persons may participate as requested by either party.

**Section 4.3. Meeting Procedures.**

Meetings will be conducted at a mutually agreeable time. An agenda will be prepared in advance of each meeting. As mutually agreed upon, the minutes will be shared with the other party at no cost.

**Section 4.4. Additional Attendees.**

All participants have the right to utilize the services of consultants in any deliberations between the parties.
ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Grievance or Complaint.
Grievances or complaints arising between the District and its employees within the bargaining unit defined in this Agreement as matters dealing with the interpretation or application of the terms and conditions of this Agreement will be resolved in strict compliance with this Article.

Section 5.2. Handling Grievances.
Discussions and negotiations in the handling of grievances, formally or informally, will take place whenever feasible during work time.

Section 5.3. Step I. Discussion.
Employees will first discuss the grievance with their immediate supervisor, indicating that the meeting is Step 1 of the grievance process. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within twenty (20) business days of the occurrence, or knowledge of the occurrence, the grievance will be invalid and subject to no further processing. The supervisor will have ten (10) business days to respond.

Section 5.4. Step II. Written.
If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding subsection, the employee will provide a written statement of the grievance containing the following:

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

The employee will submit the written statement of grievance to the immediate supervisor for reconsideration within ten (10) business days and will submit a copy to the Associate Superintendent or Director of Human Resources. The District will have ten (10) business days from submission of the written statement of the grievance to respond to the grievance by indicating on the statement of the grievance the District’s proposed disposition. If an agreeable disposition is made, all parties to the grievance will sign it, and the grievance will be resolved.

Section 5.5. Step III. Superintendent.
If no agreeable disposition has been reached within the ten (10) business days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of the grievance will be submitted within ten (10) business days to the District Superintendent or the Superintendent’s designee. After such submission the District will have ten (10) business days from submission of the written statement of grievance to respond to it by indicating on the statement of grievance the proposed disposition. If an agreeable disposition is made, all parties to the grievance will sign it and the grievance will be resolved.

Section 5.6. Step IV. Mediation.
The Grievant and the Association have the option that if no settlement has been reached within the ten (10) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance will be submitted to the Superintendent for mediation within ten
(10) workdays. The District and the Association will utilize the services and procedures of the Public Employment Relations Commission (PERC).

Section 5.7. Step V. Arbitration.
If no settlement has been reached within the thirty (30) business days referred to in the preceding subsection, the Association may appeal to binding arbitration if the Association believes the grievance to be valid. The parties will apply to PERC for the state of Washington for the assignment of an arbitrator to hear the grievance. The arbitrator will hold such hearing under oath as may be required. The decision of the arbitrator will be final and binding upon the parties.

Section 5.8. Timelines.
The timelines above may be extended upon written mutual agreement of the parties.

Section 5.9. Discrimination.
The employer and the employee will not discriminate against any individual employee or the Association for taking action under this Article.

A T I C L E  VI

TRAINING

Section 6.1.
The District will provide employees the opportunity for training to assist with developing skills needed in their current position. Employee training may be provided on the job; during regularly scheduled meetings; scheduled district, classification, or department in-services; and via written or online training. The District will provide a minimum of six (6) hours of training per year to each employee. The intent of the District is to provide new employees training within the first six (6) weeks of hire.

Section 6.2. Staff Development Committee.
In order to provide a staff development program, the District and the Association agree to the following: A staff development committee of no less than four (4) people, with equal numbers of representatives appointed by the District and the Association, will be formed for the purpose of identifying staff training needs and opportunities for new staff as well as existing staff. The first meeting will take place prior to October 31st of each school year. Minutes of committee meetings will be shared with both parties. Immediate supervisors may provide training as necessary without the approval of the staff development committee.

Section 6.3. Training Costs.
Employees will be reimbursed for the following vocational training expenses, provided the Superintendent or designee (e.g. principal or department supervisor) has approved the training.

A. Expenses and materials to attend courses that would be mutually beneficial to the employee and the District.

   B. Transportation and course-related expenses.
Section 6.4. Mandatory Meetings and Trainings.
The District agrees to compensate all employees at their hourly rate of pay for mandatory District
meetings and training sessions held outside of the regular work schedule (e.g. Principal’s Day, first aid,
others as defined by supervisor and/or job description).

ARTICLE VII
VACATIONS AND HOLIDAYS

Section 7.1.
Each twelve (12) month employee will be granted annual vacations on the following basis:

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<th>Years Completed</th>
<th>Vacation Accrual Rate</th>
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<tr>
<td>0-4 years employment</td>
<td>10 days</td>
</tr>
<tr>
<td>5-9 years employment</td>
<td>15 days</td>
</tr>
<tr>
<td>10+ years employment</td>
<td>20 days</td>
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It is mutually agreed that vacations will, whenever possible, be scheduled at times when normal
activities required by the employer will be least disrupted. Site directors will approve vacations.
Requests for summer vacations will be submitted no later than June 1.

Vacation is to be used annually by August 31 of the year following the contract year in which the leave
was earned. However, exceptions may be made with prior approval of the Superintendent/designee to
carryover unused days. Up to three (3) days of accrued vacation leave, in excess of thirty (30) days,
may be cashed out with supervisor approval. In the event of termination of employment,
compensation will be provided for unused days according to federal and state law.

Section 7.2. Holidays.
Twelve (12) month employees will be paid for the following holidays:
1. Labor Day
2. Veterans Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. Day after Christmas
7. New Year’s Day
8. Martin Luther King, Jr. Birthday
9. Presidents’ Day
10. Memorial Day
11. Independence Day

Less than twelve (12) month employees will be paid for the following holidays:
1. Labor Day
2. Veterans Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. Day after Christmas
7. New Year’s Day
8. Martin Luther King, Jr. Birthday
9. Presidents’ Day
10. Memorial Day

If one of the approved holidays falls on a weekend, employees will be paid for one (1) day.
**Section 7.3. Worked Holidays.**
Employees who are required to work on the above described holidays will receive the pay due them for the holiday, plus one and one-half (1-1/2) times their rate for all hours worked on the date of the holiday.

**Section 7.4. Holidays during Vacation.**
Should a holiday occur while an employee is on vacation, the employee will be allowed to take one (1) extra day of vacation.

**ARTICLE VIII**

**LEAVES**

**Section 8.1. Sick Leave.**
Employees will be allowed sick, injury and emergency leave without salary deduction on the basis of one (1) day per pay period of employment. The District will 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 the year. The employee will be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits will be paid at the employee’s hourly rate of pay for the employee’s current regular workday.

Sick leave cash out will be in accordance with Washington State law (RCW 28A.58.096).

**Section 8.1.1. Family Defined.**
Sick leave as earned in Section 8.1 may be used in the event of illness in the immediate family. Immediate family is defined as anyone living within the household and/or parent, spouse, sibling, child, spouse of child, grandparent, grandchild, aunt, uncle, niece, nephew, like relationships of the spouse or step-relations, or as defined by law.

**Section 8.1.2. Sick Leave Sharing.**
Sick leave sharing will be established in accordance with state law. Employees should notify their supervisor and contact human resources for information regarding the shared sick leave process.

**Section 8.1.3. Unpaid Medical Leave.**
Family Medical Leave and Washington State Family Leave Acts will be implemented according to state and federal law. Employees should notify their supervisor and contact human resources for information regarding the unpaid medical leave process.

**Section 8.2. Bereavement and Family Leave.**
Up to five (5) days of leave for each occurrence may be granted for serious illness of, or death of, members of the immediate family (as defined by Section 8.1.1.). Serious illness followed immediately by death may be construed to be two (2) separate instances. Bereavement leave is not cumulative. Family illness or bereavement leave will be in addition to sick leave.

A. Serious illness is defined as any illness or accident serious enough to cause confinement to a hospital, other licensed health care facility or home, if directed by a physician. Such
confinement will also be construed to include the day upon which major surgery is performed, or the day upon which a child is born. Additional days could be granted in cases where complications follow surgery or childbirth.

B. Immediate family is defined in Section 8.1.1.

Section 8.3. Partial Day Absences.
Absences up to one-half (1/2) a day for employees employed six (6) hours or more may be granted at the discretion of the employee’s immediate supervisor for those situations that cannot be taken care of outside the school day. The supervisor will arrange to care for staff member’s responsibilities during such absence.

Section 8.4. Emergency Leave.
Emergency leave may be granted by the Superintendent/designee for problems for which preplanning an absence is not possible or could not relieve the necessity for the employee’s absence. Emergency leave granted to an employee will be deducted from his/her accumulated sick leave.

Section 8.5. Discretionary Leave.
At the exhaustion of any of the leaves contained herein, the employee, at the Superintendent’s discretion, may continue to receive the employee’s normal salary, but will reimburse the District for the cost and benefits of any substitute that is required to fill the absent employee’s position.

In the event an employee is summoned to serve as a juror, or appear as a witness in court, such employee will receive a normal day’s pay for each day of required presence in court.

Section 8.7. Parental Leave.
An employee will be granted up to five (5) days parental leave to attend the birth/adoption or fostering of a child(ren). If possible, prior notice will be given. Parental leave is not cumulative and will be deducted from the employee’s sick leave.

Section 8.8. Leave of Absence (Leave Without Pay).
Leaves of absence without pay may be granted by the School Board for a period not to exceed one (1) year, but will be subject to renewal upon recommendation of the Superintendent. Leave of absence may be due to illness, other health condition, personal hardship, humanitarian endeavor, educational opportunity related to current position or occupation of interest to the district, or the duration of a military obligation. Leaves of absence without pay for less than one year may be granted by the Superintendent.

Section 8.8.1.
The employee will retain accrued sick leave, vacation, and seniority rights except as provided herein, while on a leave of absence. A person granted leave as described in this Section will, upon return, be assigned the same or an equivalent position. However, vacation credits and sick leave will not accrue while the employee is on leave of absence. While on a leave of absence, seniority will be maintained for up to two (2) years from the date of the beginning of the leave of absence. Placement on Schedule A upon return will be based on years of service.

Employees hired to fill positions of employees on leave of absence will be informed of this provision by the District. In the event that a regular employee moves up to take the leave
without pay position, the existing position thus vacated, will remain available to the regular employee to reclaim at the return of the leave of absence employee.

Cost of insurance premiums will be paid by the employee in accordance with the payment schedule in effect in the District unless insurance costs are paid by the District in accordance with state or federal law.

**Section 8.8.2. Return from Leave of Absence.**
Any employee on leave of absence will provide the District with an anticipated return to work date. If an employee is returned from a medical leave of absence, a doctor’s release will be required by the District.

**Section 8.9. Personal Leave.**
Exclusive of vacation referenced in Section 7.1, each year-round employee will be granted two (2) days of paid leave per year. Each less than year-round employee will be granted three (3) days of paid leave per year. If unused, these days may be cashed in at the end of each year at the employee’s rate of pay.

Less than year-round employees may choose to convert one (1) unused day to a day of sick leave.

Up to two (2) days of other paid leave may be accumulated from one school year to the next.

Employees must declare their intent to accumulate/convert paid leave by May 15. Leave accumulated from the previous year must be taken as leave and may not be cashed in.

This leave is not sick leave, bereavement leave, or vacation and is not cumulative except as defined by this Section. Such leave during the first five student days or the last five student days may be granted at the discretion of the immediate supervisor. This leave may be taken in hourly increments.

Requests for use of personal leave for three (3) consecutive days must be submitted at least forty-eight (48) hours prior to the date for which such leave is requested. Requests for this leave exceeding three consecutive days must be submitted as soon as possible but no less than three (3) weeks in advance of the dates requested.

For retirement purposes, annual cash-out is included in the 240-hour limit for all leave cashed out that is counted towards the employee’s average final compensation period.

**ARTICLE IX**

**INSURANCE**

**Section 9.1. Benefits Allocation.**
The District will contribute the maximum allocation per month per FTE (full-time equivalent). Benefit monies from the state will pass through to all District classified employees. The District will base payments for health insurance benefits on 1,440 hours as being one FTE (no single employee will be greater than 1.0 FTE). Mandatory benefits (e.g. dental and basic life insurance) as defined by the Association will first be deducted from the state/district benefits allocation. A benefits-eligible
employee is defined as someone who works twenty (20) hours per week or more. Employees will have the option of medical insurance from plans selected by the benefits committee.

**POOLING**

Pooling will be restricted to the law in Substitute House Bill No. 2230 and the Washington Administrative Code when written by the Superintendent of Public Instruction’s Office. All optional benefit plans in addition to basic benefits will be included in the pooling arrangements as follows:

Optional benefits will be limited to salary (disability) insurance and/or VEBA. VEBA contributions require a $5.00 minimum per month.

The School District insurance pool for the Public School Employees of Cheney will be based on the November 1st FTE employee count. A pool contribution ratio will be calculated as follows: Monthly benefit contribution will be calculated based upon each employee’s FTE. The state funding allocation less the HCA carve-out plus $50.00 per 1 FTE will be applied to the elected benefit cost for each employee. Remaining benefit dollars for each employee will be pooled for the benefit of all bargaining unit employees. The pooling calculation agreed upon between the District and the Association will be used to distribute remaining benefit dollars. The established ratio will be applied throughout the remainder of the school year, eliminating the need for further pool recalculations. A copy of the pooling calculation sheet will be shared with PSE upon request.

Health benefit payments for new employees, or employees whose status has changed, will be made in the first month of their employment or status change. Benefits will be based on current pool ratios, but will not affect the pooling arrangement.

**Section 9.2. Liability Coverage.**
The District will provide liability coverage for all employees subject to this Agreement.

**Section 9.3. State Industrial Insurance.**
The District will pay one hundred percent (100%) of State Industrial Insurance for all employees subject to this Agreement, with the exception of medical aid premiums and supplemental pension premiums.

**Section 9.4. Vandalism Reimbursement.**
The District will reimburse the employee for vandalism damage to an employee’s vehicle under the following conditions:

A. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged, and

B. There must be evidence that vandalism occurred while the vehicle was at the employee’s assigned work location, and

C. A copy of a police report must be submitted with claim, and

D. Damage resulting from a collision or damage from another vehicle is not reimbursable, and

E. Reimbursement will be one-half (1/2) of the amount of the loss or one-half (1/2) of the employee’s deductible, whichever is less, but not to exceed one hundred dollars ($100.00) per employee per school year.
ARTICLE X

WORKING SHIFTS AND OVERTIME

Section 10.1. Work Schedule.
The normal work schedule will consist of five (5) consecutive days, Monday through Friday, followed by two (2) days of rest, (Saturday and Sunday) except for those employees designated by the District who regularly work on Saturday and Sunday whose normal work schedule will consist of five (5) consecutive workdays plus two (2) consecutive days of rest.

Section 10.1.1.
Employees may bid on new or open positions pursuant to Article XVI, Section 16.5, if their total hours per week do not exceed forty (40) hours. The average daily shift will be determined by dividing the total number of hours for the week by five (5). This average daily shift calculation will be utilized in the allocation of all categories of leave.

Section 10.2. Start and End Times.
Each employee will be assigned to a definite shift with designated times of beginning and ending. Custodial building assignments will be reviewed on an annual basis by the Director of Maintenance or designee.

Section 10.2.1. Summer Shifts.
Departments throughout the district who employ year-round employees (including but not limited to transportation, technology, maintenance and custodial) will provide their staff the opportunity to work an alternate shift in the summer. Year-round employees may choose to work four ten-hour shifts or five eight-hour shifts beginning the first Monday following the conclusion of the school year, and ending the Friday three full weeks before the first day of the new school year.

Employees must submit their summer work schedule preference in writing to their direct supervisor by June 1.

Section 10.3. Meal and Break Periods.
The maximum work shift will consist of eight and one-half (8 ½) hours, including a thirty (30) minute unpaid, uninterrupted lunch period, or nine (9) hours including a sixty (60) minute unpaid, uninterrupted lunch period. All maximum shifts will include a fifteen (15) minute first-half and a fifteen (15) minute second-half uninterrupted rest period.

Section 10.3.1. Breaks and Lunch Periods.
In the event an employee is assigned to a shift less than the maximum shift defined above, such shift(s) will include the following break and lunch periods:

From 2 up to 4 hours 59 minutes worked: fifteen (15) minute break
From 5 to 5 hours 59 minutes worked: fifteen (15) minute break, thirty (30) minute unpaid, uninterrupted lunch
From 6 to 8 hours: fifteen (15) minute break in each half shift and a thirty (30) minute unpaid, uninterrupted lunch.
Section 10.3.2. Modification to Schedule.
If employees wish to modify their work schedule, the change must be approved in advance by their supervisor.

Section 10.3.3. Working through Breaks.
Employees required to work through their regular breaks or lunch periods will be given break time or time to eat at a time agreed upon by the employee and their immediate supervisor. In the event that the employee works the entire shift, including the lunch period, the employee will be compensated for the foregone lunch period at overtime rates.

Section 10.4. Other Assignments.

Section 10.4.1. Compensation for Other Assignments.
Employees requested to temporarily work in a position regularly filled by a higher classification employee will receive compensation for the total time worked based on their own experience and at the appropriate rate for the higher classification position.

Employees requested to work outside their normal job classification will be compensated at the greater of (A) their normal base hourly rate plus twenty-five (25) cents, or (B) Step I of the hourly rate of the position being substituted, whichever is greater.

Section 10.4.2. Substitute Teaching.
Employees who possess an emergency substitute or teaching certificate may substitute within the district.

Employees requested by their supervisor to work as a substitute teacher for more than thirty (30) minutes will receive an hourly stipend of three dollars ($3.00). Should the employee have daily time covered by this section, it will be noted to payroll and documented on the employee’s timesheet at the time the employee is requested to work the assignment. This provision is to be used for emergency substitute teacher shortages or when extenuating circumstances warrant placing a classified employee in this role. The use of this provision is at supervisor discretion.

Section 10.5. Emergency Closure/Late Start/Early Release.
In the event of an emergency situation which results in the early dismissal or late start of school, provisions for student safety must be met and the school site/building secured. Employees will not suffer a loss of pay as a result of the adjustment to the school day.

Section 10.5.1. Site Team.
In the event of an emergency situation which requires a late start, a site team will be required to arrive at normal time. This site team will be designated by the building administrator based on the type of employees needed and their vicinity to the building, at the beginning of the school year. The selection will be made by the principal with input from the head secretary and lead custodian.

Section 10.5.2. All Other Staff.
On late start days, all other staff members are required to report as soon as safely possible, but no later than the beginning of school.
If schools have been closed early due to an emergent situation, Staff will be advised by their immediate supervisor as to leaving early.

**Section 10.5.3. School Closure.**

Employees who do not receive notification of a school closure prior to their normal reporting time will receive two (2) hours pay at their base hourly rate. It is the responsibility of the employee to listen to the designated public media station. Employees who are so notified, or who would have been notified had they listened to the designated public media station, or who are actually notified by the District of the closure prior to leaving home for work, will not be eligible for this provision. This section will not apply to employees who normally report to work on school closure days (custodial, maintenance, technology) and others per the principal’s discretion.

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

**Section 10.6. Duty Call.**

Employees will receive a minimum of two (2) hours compensation at their rate of pay for each duty call. A duty call is defined as any work which is in addition to the regular work shift or workday. Such work will include, but not be limited to, special bus runs, conferences with students, parents or administrators or attendance at other meetings called by the District. If the time worked is contiguous with the normal work shift or workday, employees will be compensated for the total hours worked at their appropriate rate of pay.

**Section 10.7. Overtime.**

As approved by the direct supervisor, all hours worked in excess of **eight (8) hours per day or forty (40) hours per week** will be compensated at the rate of one and one-half (1-1/2) times the employee’s hourly rate. For overtime assignment process see Section 16.7.

**Transportation employees will be an exception to the eight (8) hours per day provision.** Transportation employees may work over eight (8) hours per day. Hours over eight (8) hours per day will not be considered overtime. All hours compensated in excess of forty (40) hours per week will be compensated at the rate of one and one-half (1-1/2) times the employee’s hourly rate.

**Section 10.7.1. Compensatory and Flex Time.**

Employees asked by their supervisor to work additional hours beyond their regularly scheduled workday may elect to receive flex or compensatory time in lieu of paid time. Comp time is awarded at the rate of one and one-half (1-1/2) hours for every additional hour worked when hours worked exceed eight (8) hours per day or forty (40) hours per week as defined in Section 10.7.

Flex time is awarded on an hour-for-hour basis for any additional time worked less than forty (40) hours per week.

Time in lieu of pay must be mutually agreed upon by the supervisor and the employee. Total accrued time may not exceed forty (40) hours per year-round employee or thirty-five (35) hours per school-year employee per year. Any unused comp/flex time at the end of the school year
will be paid to the employee by the submission of an approved timesheet using established District procedures.

Section 10.8. Additional Hours.

Section 10.8.1. Extended Work Year.
Prior to the beginning of each school year, all school year employees may receive additional hours of preparation time at their regular rate of pay, at the direction of the site supervisor. Additional time at the end of the school year may also be directed by the site supervisor.

Section 10.8.2. Increase in Hours.
If two (2) hours or less are added to a position within a building, excluding bus driver positions, the employee with the most classification seniority will be offered the additional time (not to exceed eight (8) hours per day) subject to:

A. Qualifications, performance and ability; and
B. Availability at the District-specified time.

Section 10.9. Collaboration Time.
Paraeducators and other employees who work directly with students and certificated staff will have the opportunity to meet at a regularly scheduled time as needed, per District-adopted calendar. Direct supervisors will coordinate the scheduling of these meetings.

ARTICLE XI
TRANSPORTATION PROVISIONS

Section 11.1. Shifts.
Shifts will be established for transportation personnel in relation to routes and driving times necessary to fulfill tasks assigned by the Transportation Supervisor. All drivers will receive in addition to assigned hours of driving time, pay for an additional one-half (1/2) hour per day. Such additional one-half (1/2) hour will be used for bus cleanup and safety check.

The Transportation Supervisor will record by timesheets, for no longer than six (6) weeks, additional time required for a regular route, other than a homeless student route (the McKinney-Vento Act). When the adjustment to a route has been finalized, the additional time will be added to the affected driver’s contract or a new route will be established.

Drivers who are assigned to an activity route and are required to drive more than one bus during the same day, will be provided an extra one-fourth (1/4) hour for the purpose of bus cleanup and safety check.

If there are thirty (30) minutes or less between regular assignments, the base hourly rate will continue uninterrupted. Drivers will receive a minimum of one (1) hour pay for each Transportation Staff Meeting.
Section 11.2. Definitions.

Regular Route: Regularly-assigned routes, including activity routes, and excluding high school physical education program.

Special Trip: Any trip other than regular daily or weekly assigned routes, including activity routes, and excluding high school physical education.

Section 11.3. Special Trips.

The following guidelines will apply to special trips:

A. Trips, including overnight, will be offered to drivers on a seniority basis ("A" trips). The bid for trips may include additional specified duties, as indicated on the trip ticket.

B. Trips, except overnight, that interfere with regular routes will be offered on a rotation basis, utilizing the seniority list in descending order ("B" trips).

C. A trip cannot interfere with position responsibilities held elsewhere in the District. A period of fifteen (15) minutes will be allowed between trips, routes or other district positions.

D. Trips will be compensated at the driver’s base hourly rate for the duration of the trip. Compensation for days (midnight to midnight) on overnight trips will be at an eight (8) hour day plus reasonable expenses actually incurred.

E. Should an athletic team or activity require transportation of nine (9) students or fewer to a specific site, the District may, at its discretion, choose methods of transportation other than those specified in the above section.

F. If a special trip is cancelled within two (2) hours of the scheduled departure time, the driver has the option of receiving two (2) hours at his/her hourly rate or driving his/her route.

G. If a trip is cancelled due to factors beyond the driver’s control, the assigned driver will be given first preference on a trip scheduled for the following week with comparable hours.

H. If the date of a trip is changed, the assigned driver may either take the trip on the alternate date or be given first preference on a trip scheduled for the following week with comparable hours.

I. A vehicle cleanup checklist is required to be used by drivers at the end of special trips (buses or vans). Failure to complete will result in a loss of trip rotation.

Section 11.4. Special Trip Assignment Process.

A. Trips are posted at the Transportation Department at least two (2) weeks prior to the scheduled trip date. In the event of late posting (within two (2) weeks) trips will be “flagged”.

B. “A” trips (as defined in Section 11.11.3.A.) will be assigned as follows:

- Monday - Assign trips for following Thursday
- Tuesday - Assign trips for following Friday
- Wednesday - Assign trips for following Saturday, Sunday, Monday
- Thursday - Assign trips for following Tuesday
- Friday - Assign trips for following Wednesday

C. “B” trips (as defined in Section 11.11.3.B.) will be bid at a drivers’ meeting held every Friday at 2:15 p.m. at the Transportation Department. In the event of early dismissal or no school, a notice will be posted in the Transportation Department listing an alternative day and time.

D. Requests received after Thursday at 4:00 p.m. for trips the following week will be assigned based on a rotating seniority “add-on” list maintained by the Transportation Department. Drivers will be contacted by the Transportation Office.

E. Drivers must indicate they want a trip by either:

- signing on the back of the trip ticket or,
- if at Sunset, Windsor, Snowdon, or Westwood Middle School, by calling the Transportation Office.
F. All drivers awarded trips, including those at Sunset, Windsor, Snowdon, or Westwood Middle School, will be notified by radio, or by telephone the day following the awarding of a special trip; provided, however, that all drivers reporting daily to the District Transportation Office will be responsible for checking assignments.

**Section 11.5. Transportation Training for Special Needs.**
Appropriate, additional training will be provided for all transportation assistants and drivers who are assigned to special needs bus routes and/or trips. Annual training will be required for assignment of special needs trips. Employees who are requested to train a new hire will be given additional compensated time.

**Section 11.6. Extended Programs.**
Once a route has been awarded to a driver for an extended program, that driver will have seniority for the duration of that program. (Extended programs include but are not limited to: activity routes, Skills Center route, midday routes, etc.)

**Section 11.7. Breakdowns.**
In the event of a breakdown or other problems resulting in delays, the driver will be compensated at their rate of pay for all time worked.

**Section 11.8. Personal Vehicles.**
Due to scheduling problems on some bus routes, it is necessary that some drivers leave their personal automobiles in the bus compound overnight. Drivers so affected will be paid a stipend of twenty-five dollars ($25.00) per month for nine (9) months. In the event several drivers affected by this section elect to form car pools, one driver will be designated to receive the stipend.

Employees who are required to keep their bus at their home will be compensated thirty dollars ($30.00) per month for the months of November through March for electrical use for engine block heating.

**Section 11.9. Commercial Drivers License.**
All classified employees who are required to hold a Commercial Drivers License (CDL) will participate in the federal, state and District’s mandated drug and alcohol testing program (Schedule C). Costs associated with testing and renewing endorsements will be reimbursed by the District.

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**ARTICLE XII**

**EMPLOYMENT NOTIFICATION**

**Section 12.1. Letter of Assurance/Non-Assurance.**
Each employee will receive a letter of assurance or non-assurance as per Employment Security Guidelines for the next school year from the District on or before May 15ᵗʰ.

**Section 12.1.1.**
If the District’s intent is not to retain the employee, the employee will receive, in writing, reasons for such action.
**Section 12.2. Job Notification.**

Employees will be notified when hired as to their job title, scheduled hours of work, lunch and breaks, hourly rate of pay, and the name and contact information of their immediate supervisor. School year employees will be notified annually as to their scheduled hours of work, lunch and breaks, and the name and contact information of their immediate supervisor. Lunch and breaks should be confirmed in coordination with the supervisor at the beginning of each year. Hourly rate of pay, hours per day, FTE, etc. are available online through Employee Access.

**ARTICLE XIII**

**DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**Section 13.1. Just Cause.**

No employee will be disciplined or discharged except for just cause. The issue of just cause will be resolved in accordance with the grievance procedure herein.

**Section 13.2. Progressive Discipline.**

The District agrees to follow a system of progressive discipline which will normally consist of a verbal warning, written warning, written reprimand, suspension and discharge. The District reserves the right, however, to use the method of discipline appropriate to the offense. Any action taken in accordance with this Article must be presented to the employee within fifteen (15) workdays of the cause for disciplinary action or no such action may be taken. Any derogative material inserted into an employee’s personnel file may, upon request of the employee, be deleted at the end of two (2) years from the date of inclusion.

**Section 13.3. Discharge Notification.**

Should the District decide to discharge any non-annual employee, the employee will be so notified in writing prior to the expiration of the school year.

**Section 13.4. Misconduct.**

Nothing contained herein will be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

**Section 13.5. Representation.**

An employee may have Association representation during any disciplinary proceeding. No disciplinary proceeding will begin until the employee has been advised of his/her rights under this Article and been given the opportunity to have a representative of his/her choice present. The Chapter President will be informed in writing of any disciplinary proceeding at least two (2) workdays prior to such proceeding, except where immediate attention is necessary.

**ARTICLE XIV**

**RETIREMENT**

**Section 14.1.**

The District will comply with reporting requirements of the Washington State Public Employees’ Retirement System with respect to all hours worked by employee members.
ARTICLE XV

SAFETY

Section 15.1. First Aid Training.
Since it is mutually recognized by the parties of this contract that safety within the confines of the School District is paramount, the School District will make available first aid courses to all classified employees within the School District. Employees required to take the First Aid class, as provided by the District, will be paid their regular rate of pay or overtime rate, whichever is appropriate.

It is agreed that all employees will be vigilant in seeking out unsafe or hazardous objects or situations and will report them immediately to the appropriate personnel for correction.

Section 15.2. Licensing and Testing.
The District will pay the remaining cost of all required job-related licensing, testing and checks through District-approved providers. Should an employee terminate employment with the District for any reason within one (1) year of their start date, such licensing, testing and check costs will be deducted from the employee’s salary or reimbursed to the District by the employee.

Section 15.3. Paraeducators.
Paraeducators are an integral part of the teaching team. As such, there are needs that pertain to the ability to do their job safely.

15.3.1. Access to Student Behavior Plans.
A paraeducator hired to work one-on-one with a student who has a behavior plan will be provided a copy of the plan, opportunity to provide input on the development or review of the plan, and training on District crisis intervention. A paraeducator who experiences behavioral challenges with a student must inform the direct supervisor, and request clarification of the plan or that consideration be given to modification of the plan. Paras may request specific information about each student regarding known triggers and behaviors and directions regarding how to respond.

ARTICLE XVI

SENIORITY, PROBATION, PLACEMENT

Section 16.1. Transfer of Previous Experience.
New employees who have previous classified experience in school districts within the State of Washington will be hired in compliance with RCW 28A.400.300. Seniority is not transferrable.

Section 16.2. District Seniority.
The District seniority of an employee within the bargaining unit will be established as of the date on which he/she began continuous daily employment with the District (hereinafter referred to as the “hire date”) unless such seniority will be lost as hereinafter provided.
**Section 16.3. Classification Seniority.**
The Classification seniority of an employee within the bargaining unit is defined as any time worked in the applicable classification. Seniority rights will be effective within the classification of the bargaining unit as shown on Schedule A.

**Section 16.4. Probation.**
Each new hire will remain in a probationary status for a period of not more than ninety (90) workdays of continuous employment, not to exceed six (6) contract months, following the hire date. It is understood that there is one (1) probationary period for each employee. During this probation period, the District may discharge such employee at its discretion. The probationary employee is not eligible for in-district transfer, unless authorized by his/her supervisor. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this agreement retroactive to the hire date.

**Section 16.5. Loss of Seniority.**
The seniority rights of an employee will be lost for the following reasons:
  A. Resignation;
  B. Discharge for justifiable cause;
  C. Retirement.

**Section 16.6. Seniority Retention.**
Seniority rights will not be lost for the following reasons but will not accrue:
  A. Time lost by reason of industrial accident/illness or judicial leave;
  B. Time spent on District-authorized leaves;
  C. Layoff. (May be lost in accordance with Article XVII.); or
  D. Military Service.

**Section 16.7. Vacation and Overtime.**
A. The employee with the greatest District seniority shall have first right to vacation periods, provided it is scheduled in conjunction with Section 8.1, with immediate supervisor approval.
B. The employee with the greatest classification seniority in a building will have first right to overtime subject to the employee’s qualifications to perform the assigned need, unless an emergency exists.

**Section 16.8. Posting New or Open Positions.**
The District will publicize within the bargaining unit for five (5) workdays the availability of new or open positions. A copy of all job postings will be forwarded to the Association President, and to all District sites for posting.

**Section 16.8.1.**
In case of immediate need(s), the District may simultaneously post both inside and outside of the bargaining unit, after consulting with the Association President.

During the summer break, specifically between the last day of the previous school year and the first day of the following school year, notification of position openings will be made via the District job line, and accessible to employees by phone. Sites which are open for business (i.e. Administration Office, Maintenance Office, and Transportation Office) during the summer will receive copies of postings specific to their job classifications. Copies of the postings will be available upon request from the Personnel Office during this time.
Section 16.9. Transfer to New or Open Positions.
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 current 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.

Where factor A is substantially equal among employees, then factor B will govern. The District will consider all eligible applications, as described above, from District employees before considering public applicants. Those employees meeting the minimum qualifications as specified in the job posting will be granted an interview. The District, upon request, will notify affected employees in writing of its reasons why they were not selected.

Section 16.9.1. Exemption from Testing.
Employees who are performing for a majority of their assigned time in the position which is open will be deemed qualified for that position and will not be required to be tested.

Section 16.9.2. Testing.
Testing will be accepted as a valid tool for measuring ability, provided the test is directly related to the qualifications required for the open position. The District maintains the right to establish standard scores/levels of competency, and will meet and confer with the Association before changing a testing instrument. Applicants will be afforded the right to take the keyboarding test daily during the open in-district application time frame.

Section 16.9.3. Trial Period.
An employee accepting assignment to another position will have ten (10) workdays in which to decide if she/he is satisfied with the new position. During this period, the employee will have the option of returning to the former position by providing written notice to the Human Resources Department. The employee may waive the trial period by providing written notice to the Human Resources Department.

Section 16.10. Job Placement Review.
An employee may request the Associate Superintendent review of their classification or level provided the following conditions are met:

A. A major function has been added to the employee’s position that changes the level of responsibility or skills required.
B. The position requires significant higher levels of knowledge or skills than the current job description.
C. The position requires a higher level of responsibility in decision-making or higher level of authority not in the present classification level.

The Associate Superintendent shall provide a copy of any request to the PSE President. The Associate Superintendent shall then make a recommendation to the Superintendent for a final decision. Requests must be turned in by January 15 of each year. Requests will be reviewed annually by March 31. Employees will be given a written response including rationale for any denial. Approved changes will be implemented at the beginning of the following school year. Those not granted classification/level change may re-apply after two years.
ARTICLE XVII

LAYOFF AND RECALL

The parties will meet and confer with regard to layoff of employees. Seniority and qualifications will determine the order of layoff within the classification(s).

Seniority in any classification will be retained for two years after leaving the classification. This seniority may, at the option of the employee, be used for bidding into vacancies in the event of a layoff.

Section 17.1. Recall List.
In the event of a layoff, an employee so affected will be placed on a recall list maintained by the District according to classification seniority. Such employee’s seniority will apply in the filling of any new or open positions for which the employee is qualified within the bargaining unit after the position has been posted for consideration by the current bargaining unit members. The recall list will be maintained for one (1) year.

Section 17.1.1. Employee Notification.
In the event a position ends, the employee will receive notification ten (10) business days prior to the position ending. The District will make every effort to relocate the employee to avoid layoff status.

Section 17.2. Address Notification.
An employee on layoff status will file his/her address, in writing, with the Human Resources Department and will thereafter promptly (within thirty (30) workdays) advise the District, in writing, of any change of address.

Section 17.3. Forfeit of Reemployment Rights.
An employee will forfeit all rights of reemployment as provided in Section 17.1 if the employee does not comply with the requirements of Section 17.2, or if the employee does not respond to the offer of reemployment within ten (10) business days from receipt of offer.

Section 17.4. Rejection of Reemployment.
An employee on layoff status who rejects an offer of reemployment, provided that such employee is offered a position substantially equal in wages, hours and benefits to that held prior to layoff, will be considered to have voluntarily resigned and will forfeit seniority and all other accrued benefits.

ARTICLE XVIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 18.1. Membership.
Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of the Association in good standing will, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.
Section 18.3. Dues/Representation Fees/Service Fees.
Each employee subject to this Agreement, as a condition of employment, will contribute to the
Association by choosing one of the options below, by signing an authorization card, within thirty (30)
calendar days of the effective date of this Agreement or within thirty (30) calendar days of the hire
date, whichever is applicable.

Section 18.3.1. Association Membership.
As a condition of employment, each new employee may choose to become an Association
member in good standing by paying monthly dues. Maintaining membership with the
Association entitles the member to added benefits.

Section 18.3.2. Representation Fee.
Employees will have the option of declining to participate as a member of the Association, yet
contribute financially to the activities of the Association for representation of such employee as
a member of the Collective Bargaining unit. Therefore, as a condition of employment, as an
alternative to, and in lieu of the membership requirements of #1 above, an employee who
decides to decline membership in the Association will pay to the Association, each month, the
representation fee as a contribution towards the administration of this Agreement in an amount
equal to the regular monthly dues, less assessments and/or political contributions. This fee will
be collected by the Association in the same manner as monthly dues.

Section 18.3.3. Religious Non-Association.
Nothing contained in this Agreement will require Association membership of employees who
object to such membership based on bona fide religious tenets or teachings of a church or
religious body of which such employee is a member. Such employee, as a condition of
employment, will pay a service charge amount equivalent to normal dues to a nonreligious
charity or other charitable organization mutually agreed upon by the employee and the
Association.

An employee seeking to exercise the right to religious non-association will notify the local PSE
Chapter President in writing of the desire to do so, with a copy of the notification provided to
the employer’s payroll office. The notification will state the basis for the employee’s assertion
of the right of religious non-association, and a nonreligious charity, selected from the PSE state
master list of nonreligious charities, to which the employee desires contributions to be made. At
the time notification is given, the objecting employee will execute a payroll deduction
authorization in favor of the selected charity. If there is a dispute regarding the employee’s
eligibility for religious non-association, or the charity to which contributions will be paid, the
employer will commence withholding PSE dues which the employee would otherwise be
obligated to pay and these dues will be held by the employer until the dispute is resolved. Upon
resolution, the amounts will be paid over to the appropriate entity. If the employee and the
Association cannot agree, the dispute will be resolved by the Public Employees Relation
Commission (PERC) pursuant to RCW 41.56.122.

Section 18.4. Change of Rate.
The Association will notify the District no later than December 1st of any change to the service charge
dues rate.
Section 18.5. Voluntary Political Action Contribution (COPE).
The District will upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contributions the employee voluntarily chooses for deduction for political purposes and will transmit the same to PSE on the PSE dues remittal check. The employee may revoke the request at any time.

Section 18.6. Checkoff.
The District will deduct PSE dues, assessment(s), representation fees, service charges or voluntary political contributions from the pay of any employee after authorization of such deductions in writing pursuant to RCW 41.56.110. The District will transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

Section 18.7. Local Chapter Dues.
Local dues will be submitted to the Treasurer of the Public School Employees of Cheney.

Section 18.8. Hold Harmless.
The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

ARTICLE XIX
SEVERABILITY

Section 19.1.
If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement will not be affected thereby.

Section 19.2.
Neither party will be compelled to comply with any provisions of this Agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

ARTICLE XX
SALARIES

Section 20.1. Salaries.
Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 20.2. Pay Statements.
Employees will be compensated in accordance with the provisions of this Agreement for all hours worked. The pay statements will be itemized.
Section 20.3. Rounding of Hours.
For the purpose of calculating daily hours, time worked will be rounded to the nearest quarter (1/4) hour.

Section 20.4. Classified Employee of the Year Award.
The District will award the Classified Employee of the Year one hundred dollars ($100.00).

Section 20.5. Hygiene Duties and Compensation.
The wage rate for Paraeducators and Health Aides who are assigned to programs and/or positions which require the performance of hygiene duties will be increased by one dollar ($1.00) per hour while said assignment is in effect. Hygiene duties are described as catheterization, special hygiene duties, specialized medical procedures, and other specialized areas as identified by the Special Ed. Department that exceed normally-assigned job requirements.

Section 20.6. Experience Placement.
For the purpose of placement on Schedule A, employees will receive credit for a full year, provided they are on the payroll prior to February 1 of the preceding year.

Section 20.7. Changing Classifications.
Employees who change job classifications, involving a higher rate of pay, within the bargaining unit will be placed at the lowest step in the new job classification which does not cause a reduction in their hourly rate of pay. Those employees will receive all regularly scheduled subsequent step increases for the new job classification.

Section 20.8. Use of Personal Vehicle.
When an employee is directed to conduct district business which requires utilization of a personal vehicle, a cost per mile reimbursement will be provided at the IRS specified rate.

Section 20.9. Cell Phone.
For any position that requires cell phone use, the employee has the choice of utilizing a District-provided cell phone or receiving a stipend of twenty dollars ($20.00) per month.

ARTICLE XXI
PERSONNEL FILE AND EVALUATION

There will be only one (1) personnel permanent file for each employee. These files will be kept in the Administrative office and employees will be permitted to inspect these files upon request to the Superintendent and/or the Superintendent’s designee.

Employees will receive a copy of all job-related materials placed in their personnel file within five (5) days of its insertion. At the request of the employee, additional copies (limited to four [4]) of each item placed in the personnel file will be provided the employee within ten (10) workdays of said request. No materials concerning grievances will be added to this file unless requested by the employee.
The employee will be notified before derogatory material is placed in the employee’s personnel file. In addition, the employee will be allowed to attach written comments to their evaluation and any other document that is to be placed into the file. The comments will be attached to the relevant document and will become a part thereto.

Employees may request the removal of materials from their personnel file two (2) years following their insertion. If the District deems that said materials should not be removed, the employee will be provided an explanation. The District’s decision may be grieved.

**Section 21.1.1. Medical File.**
A separate file will be kept in the District Office for each employee that contains medical information including, but not limited to, vaccinations.

**Section 21.2. Evaluations.**
The immediate supervisor will be responsible for the evaluation of employees assigned to them. The evaluation may include input from a certificated or other staff member who works closely with the employee. All employees will be evaluated with the appropriate evaluations forms included in this Agreement as Schedule B, and all evaluations covered by this agreement will have rating categories of Exceeds expectations, Meets expectations, Needs improvement, and Unsatisfactory.

All employees newly employed by the School District will be evaluated within the first ninety (90) contract days of the commencement of their employment.

Employees transferring in-district to a new position may be evaluated by their immediate supervisor within the first ninety (90) workdays. If during the ninety (90) day period the District and the employee agree that additional training is necessary to satisfactorily perform the job, such training will be provided without cost to the employee.

All employees, including new employees, will be evaluated annually not later than ten (10) workdays prior to the last day of school for less than full year employees and by August 31st for full year employees.

Upon completion of an evaluation by the supervisor, the employee will be provided a copy of the evaluation. An evaluation conference will take place unless mutually agreed upon by the employee and the supervisor.

The employee will sign the School District’s copy of the evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not, however, imply that the employee agrees with the contents of the evaluation report.

The employee will have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the Superintendent/designee or within ten (10) school days following the evaluation conference. No annual evaluation will contain a “Needs Improvement” or “Unsatisfactory” rating, unless the supervisor has previously discussed his or her concern(s) with the employee.

**Section 21.3. Unsatisfactory Performance.**
All performance evaluations reflecting an unsatisfactory level of performance in two (2) or more categories will state specific reasons for the unsatisfactory rating and a plan for improvement. The
employee’s performance will be reviewed within thirty (30) workdays. The employee may have an
Association representative present during the reviews. A written statement of the progress and/or
correction of the unsatisfactory performance will be attached to the evaluation.

ARTICLE XXII
TERMS OF AGREEMENT

Section 22.1.
The term of this Agreement will be September 1, 2017 to August 31, 2020, and will be open annually
for state-funded salary and benefit changes.

Section 22.2. Reopeners
This Agreement may be opened and modified at any time during its term upon mutual consent of
the parties in writing; however, this Agreement will be reopened in 2018-19 and 2019-20 to
renegotiate Schedule A and benefits, except if specifically waived in this Article.

This Agreement will be reopened as necessary to consider the impact of any legislation enacted
following execution of this Agreement. Either party may demand the contract be reopened when
legislation enacted affects the terms and conditions herein or creates authority to alter personnel
practices in public employment.

Section 22.3.
Neither the Public School Employees of Cheney, its agents, or its members will assist in or participate
in strikes, sanctions, slowdowns, or any concerted effort designed to improve its bargaining position
which interferes with, impedes or impairs the normal operation of the Cheney Schools. In the event of
a strike or work interruption by another unit, members covered by this Agreement agree to report to
work and perform normal duties. There will be no lockout of employees instituted by the Cheney
School District. No classified employee will be required to cross a picket line if the employee believes
there to be physical danger in doing so.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

CHENEY CHAPTER

BY:  [Signature]
Gary Albrecht, PSEC President

DATE:  11/1/17

CHENEY SCHOOL DISTRICT #360

BY:  [Signature]
Robert Roettger, Superintendent

DATE:  11/1/17
## SCHEDULE A  
### CLASSIFIED SALARY SCHEDULE  
#### September 1, 2017 - August 31, 2018

### TRANSPORTATION

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<td>Bookkeeper</td>
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<table>
<thead>
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<tbody>
<tr>
<td>Maint., Trans., Student Support Services (SSS), Homeworks/TSHS, HS/MS/ES Head Sec.</td>
</tr>
<tr>
<td>Nutrition, HS Registrar, HS Activities</td>
</tr>
<tr>
<td>MS Reg/Attend, HS Attend, HS/MS Media Asst, Technology, Sub Coord, Career Center, Events Scheduler</td>
</tr>
<tr>
<td>Receptionist/Clerical Asst</td>
</tr>
<tr>
<td>Office Support, Elem. ISI</td>
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<tr>
<td>Student Support Svc</td>
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<td>LPN, COTA</td>
<td>3</td>
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<tr>
<td>Interpreter</td>
<td>4</td>
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<tr>
<td>Health Aide</td>
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<tbody>
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</tr>
<tr>
<td>Nutrition, HS Registrar, HS Activities</td>
</tr>
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<td>MS Reg/Attend, HS Attend, HS/MS Media Asst, Technology, Sub Coord, Career Center, Events Scheduler</td>
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<td>Student Support Svc</td>
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- AA degree in education or related field = 50¢ per hour
- BA degree in education or related field = $1.00 per hour
- To petition for the addition of a degree the process in 16.10 applies.

*Employees within Paraeducator classification holding the following degrees will receive a salary enhancement as follows:

- AA degree in education or related field = 50¢ per hour
- BA degree in education or related field = $1.00 per hour

*Hygiene Pay increased to $1.00 per hour
CLASSIFIED EVALUATION

CHENEY PUBLIC SCHOOLS
SECRETARIAL/CLERICAL
SUPERVISION/PARAEDUCATORS

School Year: __________________________ Location: __________________________

Employee’s Name: __________________________ Date: __________________________

Assignment: __________________________

PERFORMANCE SKILLS

1. JOB KNOWLEDGE: Consider the familiarity with methods, procedures, standard practice and techniques applicable to the job that may be acquired by formal education, training and/or experience.

2. QUANTITY OF WORK: Consider the volume of work produced under existing conditions in accordance with allotted time and established schedules.

3. QUALITY OF WORK: Consider the caliber of work produced in accordance with requirements for accuracy, completeness and attention to detail.

4. RESPONSIBILITY: Demonstrates ability to fulfill requirements of position and understands established priorities.

5. ATTENDANCE AND PUNCTUALITY: Other than an extended illness or hospitalization, the absence rate and punctuality needs to be reasonable.

Comments (may include goals):

<table>
<thead>
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</table>

PERSONAL SKILLS

1. INTERPERSONAL RELATIONS: Deals effectively with others in the work site, is flexible, demonstrates teamwork, and exhibits sound judgment and common sense.

2. DEPENDABILITY: Consider degree to which employee can be depended upon to complete tasks assigned.

3. INITIATIVE AND RESOURCEFULNESS: Consider the ability to anticipate needs and take effective action, to be a self-starter, to select and make do with facilities available.

4. COOPERATION: Consider the ability to work effectively with others and jointly with a group.

5. APPEARANCE: Maintains appearance appropriate to type of work being performed.

Comments (may include goals):

<table>
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Evaluator: __________________________ Date: __________________________
The signature below does not necessarily imply that the employee agrees with this evaluation, but only that he/she has seen and discussed it with evaluator and/or supervisor. If deemed necessary, written comments may be submitted by employee within (7) calendar days.

Employee Signature: __________________________ Date: __________________________

FORM NO. 530 (REVISED 08-2011) Original to Personnel Office; Canary to Employee; Pink to Principal/Supv.
## CLASSIFIED EVALUATION

**CHENEEY PUBLIC SCHOOLS**  
**NUTRITION SERVICES**

<table>
<thead>
<tr>
<th>School Year:</th>
<th>Location:</th>
</tr>
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<table>
<thead>
<tr>
<th>Employee's Name:</th>
<th>Assignment:</th>
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### PERFORMANCE SKILLS

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<tr>
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</thead>
<tbody>
<tr>
<td>1. <strong>JOB KNOWLEDGE:</strong> Consider the familiarity with methods, procedures, standard practice and techniques applicable to the job.</td>
<td>E</td>
<td>M</td>
<td>N</td>
<td>U</td>
</tr>
<tr>
<td>2. <strong>SAFETY AND SANITATION:</strong> Has a practical knowledge of safe food handling including washing and product refrigeration. Is able to maintain a clean and orderly work area. Demonstrates safe habits in lifting, use of tools and equipment.</td>
<td>E</td>
<td>M</td>
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<tr>
<td>3. <strong>QUANTITY OF WORK:</strong> Consider the volume of work produced under existing conditions in accordance with allotted time and established schedules.</td>
<td>E</td>
<td>M</td>
<td>N</td>
<td>U</td>
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<tr>
<td>4. <strong>QUALITY OF WORK:</strong> Consider the caliber of work produced in accordance with requirements for accuracy, completeness and attention to detail.</td>
<td>E</td>
<td>M</td>
<td>N</td>
<td>U</td>
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<tr>
<td>5. <strong>RESPONSIBILITY:</strong> Demonstrates ability to fulfill requirements of position and understands established priorities.</td>
<td>E</td>
<td>M</td>
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<tr>
<td>6. <strong>ATTENDANCE AND PUNCTUALITY:</strong> Other than an extended illness or hospitalization, the absence rate and punctuality needs to be reasonable.</td>
<td>E</td>
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**Comments (may include goals):**

### PERSONAL SKILLS

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<tbody>
<tr>
<td>1. <strong>INTERPERSONAL RELATIONS:</strong> Deals effectively with others in the work site, is flexible, demonstrates teamwork, and exhibits sound judgment and common sense.</td>
<td>E</td>
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<tr>
<td>2. <strong>DEPENDABILITY:</strong> Consider degree to which employee can be depended upon to complete tasks assigned.</td>
<td>E</td>
<td>M</td>
<td>N</td>
<td>U</td>
</tr>
<tr>
<td>3. <strong>INITIATIVE AND RESOURCEFULNESS:</strong> Consider the ability to anticipate needs and take effective action, to be a self-starter, to select and make do with facilities available.</td>
<td>E</td>
<td>M</td>
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<tr>
<td>4. <strong>COOPERATION:</strong> Consider the ability to work effectively with others and jointly with a group.</td>
<td>E</td>
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<tr>
<td>5. <strong>APPEARANCE:</strong> Maintains appearance appropriate to type of work being performed.</td>
<td>E</td>
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</table>

**Comments (may include goals):**

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**Evaluator:** ____________________________  **Date:** ________________

The signature below does not necessarily imply that the employee agrees with this evaluation, but only that he/she has seen and discussed it with the evaluator and/or supervisor. If deemed necessary, written comments may be submitted by employee within seven (7) calendar days.

**Employee Signature:** ____________________________  **Date:** ________________

**FORM NO. 530A (Rev. 09-2011)**  
Original to Personnel Office; Canary to Employee; Pink to Supervisor
## MAINTENANCE DEPARTMENT PERSONNEL EVALUATION

(Custodial, M&O, Transportation Maintenance)

<table>
<thead>
<tr>
<th>Employee Name</th>
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*Comment required if third or fourth column is marked.

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<th>Exceeds Expectations</th>
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<th>Needs Improvement</th>
<th>Unsatisfactory</th>
<th>Comments</th>
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<tbody>
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</table>

- Cooperation
- Dependability
- Adaptability
- Initiative
- Safety
- Attendance
- Punctuality
- Quality of Work
- Demonstrates Appropriate Use of Time
- Interacts & Relates Well w/Public, Students, Staff
- Maintains Parts and Materials Inventory
- Plans, Organizes and Accomplishes Work on Schedule
- Clean-Up of Work Assignment Area
- Maintains Certification and/or License Requirement
- Knowledge of Craft or Trade
- Maintains Tools & Equipment
- Maintains Assigned Vehicle in Clean & Safe Condition
- Understands and Follows District Policies
- Maintains District Security
- Demonstrates Desirable Dress/ Personal Hygiene

<table>
<thead>
<tr>
<th>Evaluator Comments</th>
<th>Employee Comments</th>
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<tbody>
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<th>Evaluator Signature</th>
<th>Employee Signature</th>
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(Your signature only indicates that you have read and discussed this evaluation with the evaluator, not that you necessarily agree or disagree with its content. You may attach a written response if you wish.)

Form No. 569A (Rev. 09-2011)
(Original to Employee; Canary to Principal/Supervisor; Pink to Program Mgr.; Goldenrod to Personnel Office)
# SCHOOL BUS DRIVER EVALUATION

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<th>Unsatisfactory</th>
<th>Comments</th>
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<tbody>
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<td>1. Pre-trip Inspection</td>
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<td>2. Driving Ability</td>
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<td>3. Pupil Management</td>
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<td>4. Bus Care</td>
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<td>5. Safety &amp; Judgment</td>
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<td>B. Public Relations</td>
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<td>C. Cooperativeness</td>
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<td>D. Attendance</td>
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<tr>
<td>1. Dependability</td>
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<td>2. Punctuality</td>
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<tr>
<td>E. Record Keeping</td>
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Evaluator's Comments and Recommendations

Driver's Comments

Evaluator's Signature ______________________ Driver's Signature ______________________

(Your signature only indicates that you have read and discussed this evaluation with the evaluator, not that you necessarily agree or disagree with its content. You may attach a written response if you wish.)

Form No. 569B (Rev. 09-2011) (Original to Employee; Canary to Supv.; Pink to Program Mgr.; Golden. to Personnel Offc.)
This agreement is hereby incorporated by reference into the current collective bargaining agreement between Public School Employees of Cheney and the Cheney School District.

It is acknowledged that the Cheney School District already has a School District Policy and Procedure in place, No. 5202, Federal Motor Safety Administration Mandated Drug and Alcohol Testing Program, which complies with the Department of Transportation’s rules and regulations pertaining to employee drug and alcohol testing. This policy and procedure was adopted unanimously by the Cheney School Board of Directors at their regularly-scheduled meeting on January 11, 1995 and most recently updated by the Cheney School Board of Directors on June 6, 2002.

1. When employees, holding Commercial Drivers Licenses (CDL’s), are randomly selected for drug and alcohol testing, they are to proceed immediately and directly to the testing site. The District will reimburse the employee being tested with up to a maximum of two hours of salary to be tested. The employee going in to be tested will be responsible for his/her own transportation to and from the testing laboratory. However, if an employee is working his/her regular shift, he/she will not receive extra pay to take the test. The employee will be paid mileage at the District’s rate if they are asked to use their personal vehicle to travel to the testing site. However, under certain circumstances, they may be allowed to utilize a District vehicle for that purpose, if one is available.

2. All persons hired after March 1, 1995, and required to hold a Commercial Drivers License (CDL), will then follow the same procedure as transportation personnel under the District’s Drug and Alcohol Testing Program Policy and Procedure No. 5202.

3. If randomly-tested District employees holding a Commercial Drivers License (CDL) are found to have a level of alcohol of .04 or above or test positive for drugs, they will be immediately terminated from their employment with the Cheney School District.

4. If randomly-tested District employees holding a Commercial Drivers License (CDL) are found to have a level of alcohol from .02 to .039, they will be removed from their safety-sensitive job for a period of twenty-four (24) hours in accordance with the DOT requirements. Also at that time the District’s policy for progressive discipline will be enforced. However, any District employee so tested and found to have the above level of alcohol and who must be off duty for twenty-four (24) hours may access any unused sick leave they have accrued.

5. If a randomly-selected employee holding a Commercial Drivers License (CDL) tests positive for drugs, they will be immediately terminated. If the terminated employee requests a second test, it must be done using the split sample previously taken from that employee. In addition, if the employee requests a second test be conducted, they will be required to pay the cost of that test. If the second test is returned with a negative result, the employee will be reinstated to their original position, and they will be reimbursed for any lost wages and benefits as well as the cost of the second test. If the second test returns a positive finding, the termination of that employee stands.

6. At any time an employee holding a Commercial Drivers License (CDL) is tested and receives a positive alcohol or controlled substance test under the District’s policy and procedure or violates the other prohibitions of this policy and procedure, the District will provide the employee with information regarding the resources available to the employee for evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances. The District will not provide or pay for these services.

This agreement may be reviewed for clarification or possible changes whenever either the Cheney School District or the Public School Employees of Cheney representatives request such an action take place.
LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, CHENEY CHAPTER AND THE CHENEY SCHOOL DISTRICT #360. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

1. ECEAP (Early Childhood Program) is being launched in the 2017-2018 school year, to be a sub-contract with the Community Colleges of Spokane (CCS) and per Washington State Department of Early Learning (DEL) Performance Standards. Three positions will be added to the Cheney School District on the classified employees’ Schedule A, as follows:

<table>
<thead>
<tr>
<th>ECEAP</th>
<th>1</th>
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<th>7 Yr</th>
<th>10 Yr</th>
<th>15 Yr</th>
<th>20 Yr</th>
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<tbody>
<tr>
<td>ECEAP Family Support Specialist (FSS)</td>
<td>17.00</td>
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<td>18.50</td>
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<tr>
<td>ECEAP Lead Teacher</td>
<td>17.00</td>
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<td>19.00</td>
<td>19.25</td>
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<td>20.00</td>
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<td>21.00</td>
</tr>
<tr>
<td>ECEAP Assistant Teacher (Paraprofessor)*</td>
<td>13.00</td>
<td>13.50</td>
<td>14.00</td>
<td>14.50</td>
<td>15.00</td>
<td>15.25</td>
<td>15.50</td>
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</tbody>
</table>

*Employees within Paraeducator classification holding the following degrees will receive a salary enhancement as follows:
- AA degree in education or related field = $0.50 per hour
- BA degree in education or related field = $1.00 per hour
To petition for the addition of a degree the process in Section 16.10 of the 2017-2020 CBA applies.

*Hygiene Pay = $6.00 per hour

This Letter of Agreement shall take effect September 12, 2017 shall remain in effect until August 31, 2018 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948
CHENEY CHAPTER

BY: [Signature]
Gary Albrecht, Chapter President

DATE: 9/13/17

CHENEY SCHOOL DISTRICT #360

BY: [Signature]
Rob Roettger, Superintendent

DATE: 9/13/17
LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, CHENEY CHAPTER AND THE CHENEY SCHOOL DISTRICT #360. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

A new position, Student Support Specialist, was created during the most recent negotiations of the current Collective Bargaining Agreement. The purpose of this position is to assist in the In-School Intervention (ISI) program at Cheney School District.

In order to adequately support the needs of the District, all current ISI Paraeducator positions located at Cheney School District Middle Schools shall be replaced with Student Support Specialist positions, and any current ISI Paraeducators in these locations shall be automatically elevated to the new position, provided that they meet all necessary qualifications as outlined in the job description for Student Support Specialist. Current Middle School ISI Paraeducators who do not meet the minimum qualifications of the Student Support Specialist position shall be moved to fill vacant ISI Paraeducator positions at any other Cheney School District locations. ISI Paraeducator positions will continue at Elementary and High School locations within Cheney School District.

This is Letter of Agreement is not applicable to current ISI Paraeducators at any other Cheney School District facilities.

This Letter of Agreement shall become effective upon being signed by both parties, and shall remain in effect until August 31, 2018. This Letter of Agreement shall be attached to the current CBA.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948

CHENEY CHAPTER

BY: [Signature]
Gary Albrecht, Chapter President

DATE: 10/13/17

CHENEY SCHOOL DISTRICT #360

BY: [Signature]
Sean Dotson, Associate Superintendent

DATE: 10/13/17