

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
**FRANKLIN PIERCE SCHOOL DISTRICT**  
AND  
**PUBLIC SCHOOL EMPLOYEES OF**  
**FRANKLIN PIERCE**

September 1, 2008– August 31, 2011

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## P R E A M B L E

THIS AGREEMENT is made and entered into between Franklin Pierce School District Number 402 (hereinafter "District") and Public School Employees of Franklin Pierce School District, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

## A R T I C L E I

### RECOGNITION AND COVERAGE OF AGREEMENT

**Section 1.1.** The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

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

**Section 1.3.** The bargaining unit to which this Agreement is applicable is as follows: All classified personnel in the maintenance, nutrition services, health services, and paraeducator general job classifications, excluding management personnel, confidential employees, and classified employees of other bargaining units and all other classified employees.

Those individuals who have been employed in a general job classification for thirty-one or more days of work within any 12-month period ending during the current or immediately preceding school year and continue to be available for employment as substitutes are included in the bargaining unit. Enrolled K-12 students of the Franklin Pierce School District are expressly excluded, until their employment extends beyond graduation.

**Section 1.4.** The District will provide the Association with such amendments, changes, additions and new job descriptions as may from time to time occur.

**Section 1.4.2.** At any time a job changes significantly from the job description, the Association reserves the right to appeal for a change in job description or reclassification within existing salary schedules A (a.k.a. Schedules 53, 54, 55 and 59). Such appeals may be made through administrative channels up to the level of Superintendent but shall not be subject to the grievance or arbitration procedures. The District recognizes its obligation under RCW 41.56 to bargain salaries for new or substantially changed positions.

1 **Section 1.5.** An employee who works in a position included in this bargaining unit who also holds a  
2 position in another District bargaining unit or group (“split employees”), shall be subject to the terms  
3 of this Agreement while serving in the position included in this bargaining unit, provided however, that  
4 such benefits, including but not limited, to insurance benefits, leave benefits, vacation benefits,  
5 personal days (if applicable), for split employees shall be determined by the collective bargaining  
6 Agreement or District policy covering the position that carries the most regularly scheduled daily  
7 hours. Where a split employee has an equal number of regularly scheduled daily hours between the  
8 District bargaining units or groups, the employee shall choose at the outset of such split employment,  
9 which unit or group’s benefits as described above shall apply.

10  
11 **Section 1.5.1. Regular Positions.** An ongoing, year to year position that is covered by all of the  
12 provisions of this Agreement. The parties understand that certain positions are funded by grants and, if  
13 the position is eliminated due to the withdrawal or reduction of funding, affected employees will be on  
14 layoff status until such time as they apply for and are awarded an open position.

15  
16 **Section 1.5.2. Temporary Positions.** A position created to replace a person who is on an extended  
17 leave of absence or a new position created by the District with the actual intent that the position will  
18 only last for a period of time during the school year for which it was created. An employee working in  
19 a temporary position is not considered a substitute employee and is covered by all provisions of this  
20 Agreement. However, temporary positions, unlike regular positions, terminate at the end of each  
21 school year or at the end of the assignment’s duration and the employee will be in an unassigned status  
22 (i.e. unemployed) until such time as they apply for and are awarded an open position. Temporary  
23 positions expected to last 45 or more work days shall be posted. Copies of all postings shall be  
24 forwarded to the Association President. Should the decision be made that the position continue into  
25 the following school year, the position shall then be posted and shall be considered a regular ongoing  
26 position except under the three circumstances listed below.

- 27
- 28 1. Temporary summer maintenance;
- 29 2. Temporary Title I positions and temporary special education positions;
- 30 3. Paraeducators who are hired to work with (a) particular student(s) (i.e., shadow).

31  
32 Such temporary positions may continue from one school year/summer to the next as temporary  
33 positions. Upon written request to Human Resources, the District will provide temporary employees  
34 whose assignment has ended with notice of vacant paraeducator positions mailed to their residence for  
35 up to 12 months.

36  
37 **Section 1.5.3. Substitute Employees.** An employee who fills in for another employee or who works in  
38 a newly created vacancy that has not yet been filled.

- 39
- 40 1. Substitute employees who work less than twenty (20) consecutive or thirty (30) intermittent work  
41 days in a school year period are not covered by this Agreement.
- 42 2. Substitute employees who work either twenty (20) or more consecutive days or thirty (30) or more  
43 intermittent work-days in a school year period are included in the bargaining unit limited to  
44 Schedule A.

1 **Section 1.5.4.** An employee who works in a position included in this bargaining unit who also holds a  
2 position in another District bargaining unit or group or with another employer may not take leave from  
3 his/her PSE bargaining unit position to take extra work for his/her other position. For example, a  
4 paraeducator who also works as a bus driver may not take leave without pay in order to drive an extra  
5 trip. An exception to this restriction may be made for early release days and training days or for other  
6 reasons approved by the Human Resources Director. Notification of approved exceptions will be  
7 forwarded to the Association President.  
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## 11 **ARTICLE II**

### 12 **RIGHTS OF THE EMPLOYER**

14  
15 **Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of  
16 management are vested in management officials of the District. Included in these rights in accordance  
17 with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to  
18 direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the  
19 right to suspend, discharge, demote, or take other disciplinary action against employees; and the right  
20 to release employees from duties because of lack of work or for other legitimate reasons. The District  
21 shall retain the right to maintain efficiency of the District operation by determining the methods, the  
22 means, and the personnel by which operations undertaken by the employees in the unit are to be  
23 conducted.  
24

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

### 33 **RIGHTS OF EMPLOYEES**

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35  
36 **Section 3.1.** It is agreed that the employees in the units defined herein shall have and shall be  
37 protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the  
38 Association. The freedom of such employees to assist the Association shall be recognized as  
39 extending to participation in the management of the Association, including presentation of the views of  
40 the Association to the Board of Directors of the District or any other governmental body, group or  
41 individual. The District shall take whatever action is required or refrain from such action in order to  
42 assure employees that no interference, restraint, coercion, or discrimination is allowed within the  
43 District to encourage or discourage membership in any employee organization.  
44

45 **Section 3.2.** Neither the District, nor the Association, shall discriminate against any employee subject  
46 to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a  
47 physical disability with respect to a position, without danger to the health or safety of the physically  
48 disabled person or others.  
49

1 **Section 3.3.** Employees shall not honor any picket line established at or around any District building.

2  
3 **Section 3.4.** An employee shall have the right, upon reasonable request, to examine the contents of his  
4 or her personnel file. Inspection shall be in the presence of a District representative. File materials  
5 may be reproduced for the employee as promptly as is feasible, upon request, at the employee's  
6 expense. An Association representative may, at the employee's request, be present during the review  
7 of said employee's file.

8  
9 **Section 3.4.1.** No materials derogatory of an employee's conduct, service, character, or personality  
10 shall be placed in an employee's personnel file unless the employee has had the opportunity to read and  
11 respond to them. The employee shall acknowledge having read the material by affixing his or her  
12 signature to the copy to be filed. The employee shall have the right to write his or her version of the  
13 incident or occurrence and have that response permanently attached to the original document.

14  
15 **Section 3.4.1.1.** An employee may request in writing to the Director of Human Resources that  
16 derogatory material be removed from his/her personnel file after two years if no additional incidents  
17 have occurred. This does not apply to evaluation materials.

18  
19 **Section 3.5.** When employee's motor vehicles are properly parked on school district property while  
20 the employee is acting within the scope of his/her assigned employment obligations, and such motor  
21 vehicles are damaged by clearly recognizable acts of vandalism, employees shall be reimbursed for the  
22 deductible portion of their insurance up to a maximum of \$250.00. The employee shall cooperate with  
23 the District and submit necessary information to law enforcement authorities, if requested.

24  
25 **Section 3.6.** No classified employee covered by this Agreement shall be responsible for the  
26 preparation of lesson plans or the determination of report card grades.

27  
28 **Section 3.7.** Hepatitis B training--the training required by the District for Human Resources identified  
29 as having reasonable risk of exposure to HBV in District Policy 4132 and Regulation 4132.1 will be  
30 paid for annual training. The District will comply with all requirements of WAC 296-62-08001.

31  
32 **Section 3.8.** The District shall provide safe and reasonable working conditions for all employees.  
33 Employees shall report conditions they believe to be unsafe to their supervisor and building safety  
34 committee.

35  
36 **Section 3.9.** Consistent with RCW 28A.320.100, if an employee in this bargaining unit is sued in  
37 relation to his/her employment, the board of directors may grant a request by the employee that the  
38 District and/or its insurance carrier defend the claim and bear the costs of defense, attorney's fees, and  
39 any obligation for payment arising from such action provided that the employee was acting in good  
40 faith and within the scope of his/her employment with the District.

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## ARTICLE IV

### **RIGHTS OF THE ASSOCIATION**

**Section 4.1.** The Association has the right and responsibility to represent the interests of all employees in the bargaining unit; to present its views to the District on matters of concern at reasonable times, either orally or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

**Section 4.1.1.** The Association may provide input on the District's calendar in writing to the Director of Human Resources no later than February 1 for the calendar for the following school year.

**Section 4.2.** The Association shall promptly be notified by the District of any disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance procedure Articles contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case.

**Section 4.3.** The names and addresses of employees in the respective subunits will be provided annually by October 1st to the President of the Association and updated quarterly. The Association agrees to furnish the District with copies of the Agreement and the District will distribute the copies to the members of the bargaining unit. The District will require each person that receives a copy to initial a District supplied form verifying that they have received a copy of the Agreement.

**Section 4.4.** The President of the Association and/or his or her designated representative may receive released time to attend recognized Association state and/or zone meetings in accordance with adopted school district policies and regulations.

**Section 4.5.** The Association may provide or utilize bulletin boards in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

**Section 4.6.** The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

**Section 4.7.** It is agreed and understood that matters appropriate for negotiations between the District and the Association shall be with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions of employees covered in the bargaining unit.

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## ARTICLE V

### **HOURS OF WORK AND OVERTIME**

**Section 5.1.** The normal work schedule shall consist of five (5) consecutive workdays, 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 shall consist of five (5) consecutive workdays plus two (2) days of rest which shall be treated as their Saturday and Sunday, in that order. Each employee will be assigned in advance to a definite shift with designated times of beginning and ending, except in emergencies and unusual circumstances.

**Section 5.1.1.** On early release days, if the District elects to serve school lunches, employees shall be allowed to work their regular hours. If lunches are not served in a particular building, the nutrition services employees in that building may elect not to work; if they would like to work, they will be entitled to work either as directed in that building or in another building.

**Section 5.1.2.** The District will make a positive statement encouraging building administrators to work with members of this bargaining unit to allow a variance of the work schedule (without adding work hours) where feasible and appropriate to allow employees to attend staff meetings. The statement will make clear, however, that extra hours and overtime pay are not to be incurred and the safety and instruction of students is of primary importance and cannot be compromised.

**Section 5.2.** No employee shall be required to work more than five (5) consecutive hours without an unpaid lunch period of thirty (30) minutes. Lunch periods shall be regulated so as not to interfere with the District's daily work schedule. Rest periods of fifteen (15) minutes shall be provided for each four (4) hours of working time. No employee shall be required to work more than four (4) hours without a rest period, except where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

**Section 5.2.1.** Lunch period is the employee's private time. Employees shall be free to leave their assigned campus during lunch periods, provided that they comply with appropriate sign-out procedures.

**Section 5.3.** Maintenance employees called back to the District for additional service on regular working days shall receive a minimum of two (2) hours pay per call back at one and one-half (1.5) times their base hourly rate, including travel time. This applies regardless of the number of hours the employee has worked on the particular day. The employee will also be reimbursed for his/her round-trip mileage between home and the work site. This shall apply to employees called in to work on a Saturday, regardless of whether the employee worked 40 hours during the preceding week. For example, if an employee works one (1) hour on a call back, he/she shall be paid for two (2) hours at one and one-half (1.5) times his or her base hourly rate. If an employee works three (3) hours on a call back, he or she shall be paid for this actual time worked at one and one-half (1.5) times his or her base hourly rate. Such employees who are required to work on their day of rest as defined in Section 5.1 shall be paid at one and one-half (1.5) their base hourly rate regardless of whether the work is scheduled in advance.

1 **Section 5.4.** All maintenance employees called back for duty on a paid holiday or Sunday shall  
2 receive compensation at the rate of two (2) times his or her base hourly rate, pursuant to the same  
3 provisions above mentioned with regard to call back on a regular working day. This shall apply  
4 regardless of whether the employee worked 40 hours during the preceding week.

5  
6 **Section 5.5.** Call back shall be defined as follows: When employees report for work and have been  
7 sent home or have completed their normal working day, it shall be considered that they have  
8 completed a days work and they shall receive the overtime rates above mentioned, if they are called  
9 back later to work during that day or evening. Maintenance staff who are on the official list to receive  
10 alarm calls at home will document the actual time that they spend at home responding to alarm calls  
11 when they report to work an their next regularly scheduled day. During that same week, the  
12 maintenance employee will, with the approval of the supervisor, take off a minimum of 15 minutes, or  
13 the actual time spent on the phone due to the alarm call, whichever is more. This only applies when  
14 the employee takes a call and does not report to a work site. The call-back language applies when the  
15 employee reports to a work site.

16  
17 **Section 5.6.** Employees requested to work a shift regularly filled by a higher classification employee  
18 shall receive compensation equal to the employee in the higher classification, based upon the  
19 replacement employee's experience step. For nutrition services employees, to receive the higher  
20 classification compensation the employee must work at least one hour for an absent employee in a  
21 higher classification.

22  
23 **Section 5.7.** Employees shall work only their regularly scheduled shifts; any additional time must be  
24 approved in advance of work by the responsible supervisor and employees shall be compensated at the  
25 appropriate rates for all time worked. Employees will be permitted, with the prior approval of the  
26 building principal or immediate administrator, to adjust their hours during non-student contact time.

27  
28 **Section 5.8.** Effective January 1, 1998, all hours worked in excess of forty hours per week shall be  
29 compensated at the rate of one and one-half (1.5) times the base hourly rate. "Hours worked" means  
30 hours actually worked and does not include any paid time off (such as vacation days or sick leave  
31 days) except for holidays.

32  
33 **Section 5.9.** For nutrition services employees, the District will add one day to all nutrition services  
34 employees' contracts. The additional day will be worked on the week day immediately preceding the  
35 first day of school and if that occurs prior to Labor Day, the employees will be paid for the holiday  
36 consistent with Section 6.1.1.

37  
38 **Section 5.10.** Those employees working less than eight (8) hours per day shall receive a minimum of  
39 two (2) hours pay for call back times their base hourly rate, including travel time for hours under eight  
40 (8) hours per day or forty (40) hours per week. Hours over eight (8) hours per day or forty (40) hours  
41 per week shall be paid as stated in Section 5.3.

42  
43 **Section 5.11. Extra Hours for Paraeducators.** Prior to the first student day, paraeducators shall be  
44 authorized to work three (3) hours at times set by the building administrator to attend staff meetings/  
45 prepare for the upcoming school year. This work shall be optional and if occurring before Labor Day,  
46 shall not make the employee eligible for holiday pay.

1 During the course of the school year, each paraeducator will be provided with the option of working up  
2 to four (4) additional hours to attend building functions (i.e., open house, library night, etc.), building  
3 meetings and building/Agreement training. This time should be arranged in conjunction with the  
4 employees' supervisors and must be documented on a form provided by the District in order to receive  
5 payment. It is the paraeducator's responsibility to ensure that he/she works the time so as not to incur  
6 any overtime liability.

7  
8 Provided the state grants the District's request for waiver days and that such waiver days actually  
9 occur, such waiver days shall be used for professional development, provided one (1) of the waiver  
10 days will be added to the four (4) hours of time each paraeducator receives based upon that  
11 paraeducator's regular work day. For example, a paraeducator who is employed to work four (4) hours  
12 per day as a paraeducator will receive a total of eight (8) hours of additional time to be worked as  
13 described above. A paraeducator who is employed to work six (6) hours per day as a paraeducator will  
14 receive a total of ten (10) hours of additional time to be worked as described above.

15  
16 In the event of a replacement levy loss or if the Legislature amends and/or abolishes I-728 or I-732, the  
17 parties will meet to discuss the feasibility of continuing this extra time.

18  
19 **Section 5.12. Health Technicians/LPN's.** Three (3) days are added to the Health Technician and  
20 LPN work year before school begins and one (1) day is added at the end of the year. These will be  
21 required, not optional days. One of these days before school begins will be used for a meeting. Either  
22 party may re-open negotiations on the subject of Health Technician/LPN daily assigned hours of work.

## 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

**ARTICLE VI**

### **HOLIDAYS AND VACATION**

#### **Section 6.1. Holidays.**

All employees shall receive the following paid holidays that fall within their work year:

- |                                      |                            |
|--------------------------------------|----------------------------|
| 1. New Year's Day                    | 7. Labor Day               |
| 2. Martin Luther King Jr.'s Birthday | 8. Veterans' Day           |
| 3. Presidents' Day                   | 9. Thanksgiving Day        |
| 4. Friday of Spring Vacation*        | 10. Day after Thanksgiving |
| 5. Memorial Day                      | 11. Christmas Eve*         |
| 6. Independence Day*                 | 12. Christmas Day          |

\*Twelve (12) month employees only.

**Section 6.1.1. Unworked Holidays.** Eligible employees shall receive pay equal to their normal work  
shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll  
on the holiday and have worked on their last scheduled shift preceding the holiday and their first  
scheduled shift succeeding the holiday, and are not on leave of absence shall be eligible for pay for  
such unworked holiday. An exception to this requirement will occur if employees can furnish proof  
satisfactory to the District that because of illness they were unable to work on either of such shifts, and  
the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30)  
regular workdays or an emergency as defined in Section 7.1.1.

1 **Section 6.1.2. Worked Holidays.** Employees who are required to work on the above described  
2 holidays shall receive the pay due them for the holiday, plus one and one-half (1.5) times their base  
3 rate for all hours worked on such holidays.  
4

5 **Section 6.1.3.** If one of the above holidays falls on a Saturday, it shall be observed on the preceding  
6 Friday. If it falls on a Sunday, it shall be observed on the following Monday.  
7

8 **Section 6.2. Vacation for Full-Time Employees.** Each employee shall be granted ten (10) days of  
9 paid vacation per year, provided that upon completion of the fourth year of service, each employee  
10 shall be granted fifteen (15) days paid vacation per year, and upon completion of the tenth year of  
11 service each employee shall be granted twenty (20) days paid vacation per year, and upon completion  
12 of the twentieth year of service each employee shall be granted twenty-two (22) days of paid vacation  
13 per year. It is mutually agreed that vacation shall be prorated for an employee's first year of  
14 employment in order to establish September 1 as the service date for purposes of computation.  
15

16 **Section 6.2.1.** It is also mutually agreed that vacations shall be scheduled at the request of the  
17 employee, unless such vacation time would disrupt the normal activities of the school district. An  
18 employee may carry over from one year to the next up to one year's accrual of vacation.  
19

20 **Section 6.2.2.** No employee may retire with more than thirty (30) days of vacation credit.  
21

22 **Section 6.3. Vacation For Employees Working Less Than 12 Months.** Vacation pay for employees  
23 working less than 12 months has been converted to a cash value and added to the base hourly rate on  
24 the attached salary schedules (paraeducators, health room technicians, nutrition services, security) at  
25 the conversion rates noted on the schedules.  
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**ARTICLE VII**

### **SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE, LEAVE OF ABSENCE**

33 **Section 7.1. Sick Leave.** Each employee shall accumulate one (1) day of sick leave for each calendar  
34 month worked. An employee who works eleven (11) working days in any calendar month will be  
35 given credit for the full calendar month. Sick leave shall be vested when earned and may be  
36 accumulated. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the  
37 employee's normal work shift. A doctor's certificate of a disability is required for illnesses or injuries  
38 lasting more than five (5) consecutive working days, but may be requested by the school district for  
39 illness, regardless of the length of absence from work. This will usually not be requested until after the  
40 third consecutive work day. Consistent with state law, an employee may also use his/her sick leave to  
41 care for: (1) his/her child with a health condition that requires treatment or supervision; or (b) his/her  
42 spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency  
43 condition.  
44

45 **Section 7.1.1.** Regular employees shall be allowed to use a maximum of five (5) days of sick leave per  
46 year for an emergency. An emergency is defined as an unforeseen and suddenly precipitated  
47 occurrence of a serious nature beyond the control of the employee which threatens the well being or  
48 the property of the employee, or for the serious illness of a member of the immediate family, defined  
49 as parent, spouse, child, sibling, mother-in-law, father-in-law, grandparent, grandchild, or aunt, uncle,

1 niece, and nephew living in the employee's household. The emergency must be of such a nature that  
2 preplanning is not possible, or could not relieve the necessity for the employee's absence. Inclement  
3 weather, including a snow storm which results in the closing of schools, is not normally considered an  
4 emergency except in unusual circumstances which otherwise fit the definition of emergency, as  
5 determined by the employee's supervisor. The approval of the immediate supervisor and reason for  
6 the absence shall be submitted on a time sheet.

7  
8 An employee may use accrued sick leave to care for his/her spouse who is hospitalized with a serious  
9 health condition and to care for a spouse who has been released from the hospital and who requires the  
10 employee's care and/or supervision, as certified by the spouse's physician.

11  
12 **Section 7.1.2. Sick Leave Cash Out.** Employees may cash in unused sick leave days above an  
13 accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4)  
14 accumulated sick leave days. At the employee's option, he/she may cash out unused sick leave days in  
15 January of the school year following any year in which more than sixty (60) days of sick leave is  
16 accrued and each January thereafter, at a rate equal to one day's monetary compensation of the  
17 employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation  
18 shall be reduced four (4) days for each day compensated. No employee may receive compensation for  
19 sick leave accumulated in excess of one (1) day per month.

20  
21 At the time of separation from school district employment due to \*retirement or death, an eligible  
22 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current  
23 monetary compensation of the employee for each four (4) full day's accrued sick leave for illness or  
24 injury not to exceed a maximum accumulation of one hundred eighty (180) days.

25  
26 \*For the purpose of this provision, retirement shall be defined as when an employee is eligible to  
27 receive benefits under Public Employees' Retirement System (PERS) and School Employees'  
28 Retirement System (SERS).

29  
30 **Section 7.2. Bereavement Leave.** Regular employees shall be allowed a maximum of five (5)  
31 working days leave with pay to attend the funeral or make arrangements for same in the event of a  
32 death in their immediate family. Immediate family is defined as parent, step-parent, spouse, child,  
33 step-child, sibling, grandparents, grandchild, mother-in-law, or father-in-law. A maximum of five (5)  
34 working days of leave with pay will be allowed to attend the funeral or make arrangements for same in  
35 the event of a death of the employee's aunt, uncle, niece, or nephew if the aunt, uncle, niece, or  
36 nephew are living in the employee's household. One (1) day shall be allowed to attend the funeral of  
37 another relative.

38  
39 **Section 7.3.** Whenever an employee covered by this Agreement shall be called for jury duty or  
40 subpoenaed as a witness in a judicial or administrative tribunal, the District shall grant to such  
41 employee a leave of absence for each day he shall be required to serve in such capacity. The employee  
42 shall notify the District of the fact that he has been called for such service immediately after he has  
43 been apprised. The employee shall present his or her supervisor with written evidence that he or she  
44 has been called for such duty. The period of time the employee is on leave of absence for such  
45 service shall be considered in all respect as time spent in the normal employ of the District.  
46 Employees may retain daily juror stipends that are defined by state law as "reimbursement," provided,  
47 if jurors ever receive any salary or compensation for jury service, or if the state auditor subsequently  
48 determines that jury stipends must be repaid, the District shall have the right to collect them.

1 **Section 7.4.** Upon application therefore, the District shall grant maternity leave. Such leave shall  
2 commence at such time as the employee and her medical advisor deem necessary. Such leave shall be  
3 granted as provided by WAC 162-30-020. Employees desiring leave beyond the period of disability  
4 for maternity may apply for a leave of absence pursuant to Section 7.5.

5  
6 **Section 7.4.1. Adoption Leave.** An employee who adopts a pre-teen child or whose spouse gives  
7 birth shall be entitled to utilize up to five (5) days of sick leave. In addition, an employee shall be  
8 eligible for up to ten (10) days of leave without pay. Leave taken under this section is separate and  
9 distinct from Section 7.1.1.

10  
11 **Section 7.5.** An employee may apply for a leave of absence not to exceed one (1) year. Such leaves  
12 are at the total discretion of the District. Requests for leave of absence must be submitted in writing to  
13 the Director of Human Resources, stating the date the leave is to begin and the date the employee will  
14 return to work.

15  
16 **Section 7.6.** The returning employee will not necessarily be assigned to the identical position  
17 occupied before the leave of absence. However, provided a vacancy exists for which the employee is  
18 qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at  
19 the time the request for leave of absence was approved. When no equivalent vacancy exists, the  
20 employee may apply for any existing vacancy.

21  
22 **Section 7.7.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights  
23 while on leave of absence. However, vacation credits and sick leave shall not accrue while the  
24 employee is on leave of absence.

25  
26 **Section 7.8.** Any employee who is injured while performing their duties for the Agreement shall be  
27 granted a leave of absence on a year-to-year basis. They shall be entitled to reinstatement to the  
28 position, or equivalent, at the time of the injury. Employees who are injured on the job may obtain  
29 additional information on workers compensation from the Payroll Department.

30  
31 **Section 7.9.** Employees may also be eligible for Family and Medical Leave consistent with the  
32 requirements of District Policy and regulations. Attached as Appendix A is District Policy and  
33 Regulation 4329.

34  
35 **Section 7.10. Personal Leave.** A bargaining unit member who has been employed by the District in a  
36 regular position (includes temporary positions, does not include substitute positions) for at least five  
37 (5) years is eligible to take one (1) day off from work with pay as personal leave under the conditions  
38 described below:

- 39  
40 A. The purpose of the leave is to take care of personal matters which cannot be taken care of outside  
41 the workday.  
42 B. Such leave cannot be taken during the first week or last week of the school year.  
43 C. Such leave will not be used to extend a holiday or non-work day unless written approval is  
44 provided by the Human Resources administrator.  
45 D. For nutrition services and maintenance employees, the leave must be arranged with the Department  
46 supervisor at least two (2) work days in advance of the leave and no more than one (1) employee  
47 will be allowed to take the same day off, unless the supervisor determines that doing so will not  
48 adversely impact services.

1 E. Paraeducators are required to report their absence to the automated substitute system at least two  
2 (2) work days in advance of their requested leave. Only two (2) elementary and two (2) secondary  
3 paraeducators will be authorized to be out on personal leave on the same day.  
4

5 If an employee does not use his/her personal leave day, he/she may cash-out the unused personal leave  
6 day after June 1 and receive his/her regular rate of pay for the day or carry forward one (1) day of  
7 personal leave up to a maximum of two (2) accrued days. An employee who has accumulated more  
8 than one (1) personal day may not use more than one (1) day at a time without prior authorization from  
9 the employee's building principal or immediate administrator. A request for cash-out must be made by  
10 the end of the school year. If an employee is permitted to take personal leave in a half-day increment,  
11 the remaining half day shall be available for cash-out or for use by the employee as otherwise provided  
12 in this section. Forms will be available through the payroll office after June 1<sup>st</sup>. Employees may not  
13 cash out personal leave days during their last two (2) years of employment prior to retirement.  
14  
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16

## 17 **ARTICLE VIII**

### 18 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

19  
20  
21 **Section 8.1.** An employee's seniority date and probationary period, as provided for in Section 8.2,  
22 shall begin on the date that the employee is assigned continuous daily employment as affirmed by the  
23 Board. Nothing contained herein shall include casual, relief or substitute employees.  
24

25 **Section 8.2.** Each new hire shall remain in a probationary status for a period of not more than seventy-  
26 five (75) days of work following the hiring date. During this probationary period, the District may  
27 discharge such employee without recourse. Such discharge is not subject to the grievance procedure.  
28

29 Employees who apply for and are transferred to a new position within their classification (i.e., transfer  
30 to a different paraeducator or nutrition services position within school or at different school) or within  
31 the bargaining unit will serve a trial period of 60 work days. During this 60-day trial period, if the  
32 employee's performance does not meet expectations, the District may transfer the employee back to  
33 his/her prior position if the position still exists and has not been filled by an employee (does not count  
34 as "filled" if position held by a substitute). If the position no longer exists or has been filled as  
35 described above, the employee will be placed on the re-employment list for recall pursuant to Section  
36 8.11. The employee may elect to voluntarily revert to his/her former position if he/she makes a written  
37 request to do so within fifteen (15) calendar days of beginning the new position, provided the former  
38 position still exists and remains vacant (a position is "vacant" if filled by a substitute). Employees will  
39 be advised of their right to voluntarily revert to their prior position in the memo sent by Human  
40 Resources addressing their change in positions.  
41

42 **Section 8.3.** Upon completion of the probationary period, the employee shall be granted seniority  
43 retroactive to his or her last date of hire.  
44

45 **Section 8.4.** The seniority rights of an employee shall be lost for the following reasons:

- 46 1. Resignation;
- 47 2. Discharge for any reasons contained in this Agreement;
- 48 3. Retirement; or
- 49 4. Change in job classification within the bargaining unit, as hereinafter provided.

1 **Section 8.5.** Seniority rights shall not be lost for the following reasons, without limitation:

- 2 1. Time lost by reason of industrial accident, industrial illness or jury duty;
- 3 2. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United
- 4 States; or
- 5 3. Time spent on other authorized leaves of absence, not to exceed one year.

6  
7 **Section 8.6.** Seniority rights shall be effective within the general job classification. As used in this  
8 Agreement, general job classifications are those set forth in Article I, Section 1.3.

9  
10 **Section 8.7.** The employee with the earliest hire date shall have preferential rights regarding shift  
11 selection and vacations. The employee with the earliest hire date shall have preferential rights  
12 regarding promotions, filling of job assignment vacancies and layoffs when qualifications, ability  
13 and/or performance are substantially equal with those individuals junior to him/her. If the District  
14 determines that seniority rights should not govern because a junior employee possesses qualifications,  
15 ability and/or performance substantially greater than a senior employee or senior employees, the  
16 District shall set forth in writing to the employee or employees its reasons why the senior employee or  
17 employees have been bypassed.

18  
19 **Section 8.7.1.** Seniority rights shall not apply with respect to promotions and filling of job assignment  
20 vacancies for maintenance employees or for paraeducators who are employed to work with (an)  
21 individual student(s).

22  
23 **Section 8.8.** The District shall publicize for a minimum of ten (10) calendar days by written posting  
24 the availability of open positions as soon as is practicable after the District is apprised of the opening.

25  
26 **Section 8.8.1.** Summer school paraeducator positions shall be posted as soon as possible after the  
27 District determines what positions are needed.

28  
29 **Section 8.8.2.** Up to two (2) hours may be added to a current paraeducator's work schedule without  
30 posting the hours. Such assignments will be based upon the following considerations: the needs of the  
31 student(s) being served, current or previous work with a particular student, the needs of the program,  
32 skills, training and experience of the staff members, scheduling factors, and the ability to provide  
33 continuity of support. When two or more paraeducators are substantially equal with regard to the  
34 above-listed factors, the job will be awarded on the basis of seniority. Should no employee in-building  
35 be interested in the position it shall be posted Agreement-wide. Any position consisting of more than  
36 two hours shall be posted Agreement wide and shall follow the regular posting and hiring procedures.  
37 The parties recognize that such added hours are subject to elimination or reduction.

38  
39 **Section 8.8.3.** Up to one (1) hour may be added to a current nutrition services employee's work  
40 schedule without posting the hours. Such assignments will be made based upon the following  
41 considerations: program needs, skills, training and experience of staff members and scheduling  
42 factors. When two or more nutrition services employees are substantially equal with regard to the  
43 above-listed factors, the job will be awarded on the basis of seniority. Should no employee in-kitchen  
44 be interested in the position it shall be posted Agreement-wide. The parties recognize that such added  
45 hours are subject to elimination or reduction.

1 **Section 8.9.** Positions which become available shall be posted Agreement wide pursuant to the above-  
2 mentioned sections. Should a building receive grant monies specific to a new or ongoing building  
3 program those hours shall be posted in-building only and awarded to the employee either associated  
4 with the program or the employee with the greatest skill and ability to perform the function. If no in-  
5 building paraeducator is interested in or qualified for the position, the regular posting and hiring  
6 processes will apply.

7  
8 **Section 8.10.** Employees who are displaced from their regular positions (due to reduction in force,  
9 position elimination, loss of grant funding position, etc.) will be on lay-off status for up to eighteen  
10 (18) months until they apply for and are granted another position. Such employees do not have the  
11 right to displace other employees.

12  
13 **Section 8.10.1.** Employees on layoff status shall file their address in writing with the Human  
14 Resources Office of the District and shall thereafter promptly advise the District in writing of any  
15 change of address.

16  
17 **Section 8.11.** An employee shall forfeit rights to reemployment as provided in Section 8.10 if the  
18 employee does not comply with the requirements of Section 8.10.1 or if the employee does not accept  
19 the offer within five (5) calendar days.

20  
21 **Section 8.12.** An employee on layoff status who rejects an offer of reemployment forfeits seniority  
22 and employment benefits; provided that such employee is offered a position substantially equal to that  
23 held prior to layoff.

24  
25 **Section 8.13.** When no regular paraeducator is displaced and when a temporary paraeducator position  
26 continues as a temporary paraeducator position for the next school year, the principal or the  
27 administrator responsible for special education may, at his or her option, continue the same temporary  
28 paraeducator in the position without re-posting the position. Otherwise, the position will be posted  
29 pursuant to the standard practice.

## 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

**ARTICLE IX**

### **DISCHARGE OF EMPLOYEES**

37 **Section 9.1.** The District may discipline and discharge any employee subject to this Agreement for  
38 justifiable cause.

39  
40 **Section 9.2.** The issue of justifiable cause shall be resolved in accordance with the Grievance  
41 Procedures of this Agreement.

42  
43 **Section 9.3. Notification to Non-Annual Employees.** This section is intended to be applicable to  
44 those employees whose duties necessarily imply less than twelve (12) months (excluding vacations)  
45 work per year.

1 **Section 9.3.1.** Should the District decide to discharge any non-annual employee at the end of the  
2 academic year, the employee shall be so notified in writing prior to the expiration of the employee's  
3 work year, except in case of a program discontinuance, then the District shall give two (2) weeks  
4 written notice which will not have the academic year requirement.

5  
6 **Section 9.3.2.** Nothing contained herein shall be construed to prevent the District from discharging an  
7 employee for acts of misconduct occurring after the expiration of the school year.

8  
9 **Section 9.3.3.** Nothing contained in this Section shall in any regard limit the operation of other  
10 sections of this Article.

## 11 12 13 14 **ARTICLE X**

### 15 16 **INSURANCE AND RETIREMENT**

17  
18 **Section 10.1.** Medical as funded and allocated by State less the retirees' carve-out deducted for retirees  
19 unless different benefits are negotiated for any other bargaining unit in the District. In that case, if  
20 those other benefits are more favorable, those same benefits shall be afforded the union and  
21 incorporated into the Agreement. In order to qualify for medical insurance benefits, the employee  
22 must meet the threshold established by the insurance carrier.

23  
24 The District will contribute the state health care allocation and the retiree carve-out, provided the  
25 carve-out does not exceed sixty-five dollars (\$65) per month for each full-time bargaining unit  
26 member. Staff working less than 1.0 FTE will receive a pro rata share of the state allocation and a pro  
27 rata share of the sixty-five dollars (\$65.00).

28  
29 If the District's maintenance and operations levy does not pass, the parties agree to re-open  
30 negotiations on the carve-out.

31  
32 **Section 10.1.1. Insurance Pool.** Any amount of an employee's insurance allocation that is not used  
33 by the individual employee shall be allocated to an insurance pool. Beginning with the end of the  
34 month paycheck in November, the District shall estimate the anticipated amount the insurance pool  
35 will generate for the fiscal year divided by the number of months remaining in the fiscal year. One-  
36 hundred percent (100%) of the estimated amount shall be allocated to employees whose individual  
37 allocation was not sufficient to pay his/her full insurance package requested under Section 10.1. The  
38 amount shall be allocated equally to each employee within the four (4) classifications up to the cost of  
39 his/her insurance program and shall be divided among employees working less than a full-time  
40 equivalent based upon their percentage of employment. A full-time equivalent for insurance benefit  
41 purposes is 1440 hours. The District reserves the right to recalculate the allocation of the insurance  
42 pool contributions throughout the year to avoid exceeding the maximum amount allocated and  
43 appropriated by the State for the District insurance benefits payable to employees.

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## ARTICLE XI

### **TRAINING**

**Section 11.1. Vocational Training.** In the mutual interests of the District and Association, the District may at its sole discretion, cause funds to be available which may be used by employees subject to this Agreement for vocational improvement.

**Section 11.2.** Such funds may be utilized for the following purposes, without limitation:

**Section 11.2.1.** Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses within a radius of one hundred (100) miles.

**Section 11.2.2.** Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

**Section 11.2.3.** Purchase of recognized vocational courses from local, State, or National Educational Institutes which would improve the potential of employees subject to this Agreement.

**Section 11.3.** Employees who attend teacher in-service or instructional improvement sections closely related to their employment, outside of regular hours, shall be compensated at their regular wage for all hours in attendance, if approved by the building principal or immediate administrator.

**Section 11.4. Training.** The District agrees to provide in-service training on kitchen safety to all new Nutrition Services hires and Nutrition Services substitute employees.

**Section 11.5. Restraint Training.** Employees will be made familiar with District policy on dealing with student restraint. If the District requires employees to use restraint techniques, the District will train the employees appropriately. When such training is required, employees will be compensated for time spent in training.

**Section 11.6. First Aid and HIV Training.** The District shall have the right to require new and represented substitute employees to attend unpaid HIV and/or First Aid training as a condition of employment. The Agreement shall pay the cost of the classes and maintains the right to provide or direct employees as to where and how the training will occur.

**Section 11.6.1.** The District shall have the right to require employees holding certain positions to maintain First Aid and CPR certification. For employees holding such positions, the Agreement will provide the training on paid time.

**Section 11.7. Core Competencies and Evaluation.** The District will provide prior notice to the PSE of any intention to modify the employee evaluation instruments.

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## ARTICLE XII

### **ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 12.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

**Section 12.2.** All employees subject to this Agreement who are not members of the Association on the effective date of this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement. Employees who were non-members of the Association as of September 1, 1989 shall not be covered by the terms of this section.

**Section 12.3.** The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of the Agreement in an amount equal to the regular monthly dues, less assessments. This service charge shall be collected by the Association in the same manner as monthly dues.

**Section 12.4.** Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Association, be immediately discharged from employment by the District.

**Section 12.5.** The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.

**Section 12.6.** Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

**Section 12.7. Checkoff.** The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly basis.

1 **Section 12.7.1.** Upon written authorization of any public employee within the bargaining unit, the  
2 District shall deduct from the pay of such public employee and remit to the appropriate location either  
3

- 4 1. The monthly amount of dues or agency fees certified by the secretary of Public School Employees  
5 of Washington (PSE);
  - 6 2. An amount equal to PSE dues in the case of any employee whose claim of religious non-  
7 association has been approved by PSE or the Public Employment Relations Commission (PERC)
  - 8 3. Local dues in accordance with the employee's written dues deduction authorization.
- 9

10 **Section 12.7.2.** PSE will indemnify and hold the District harmless from any action taken with respect  
11 to this provision.  
12  
13  
14

## 15 **ARTICLE XIII**

### 16 **GRIEVANCE PROCEDURE**

17  
18 **Section 13.1.** If there has been a violation of a specific provision(s) of this Collective Bargaining  
19 Agreement, the employee shall take the matter up with his or her immediate supervisor within ten (10)  
20 working days following the date the violation occurred. If the matter is not satisfactorily resolved, the  
21 employee may proceed to Step One of the formal grievance procedure.  
22  
23

#### 24 **Section 13.1.1.**

##### 25 **Step One**

26 The aggrieved employee shall present the facts concerning the matter in writing, stating the  
27 provision(s) allegedly violated, to the appropriate administrator, as defined in this section:  
28  
29

30 Maintenance employees:	Supervisor of Maintenance
31 Paraed/Health & Off. Asst.:	Building Principal
32 Nutrition Services employees:	Supervisor of Nutrition Services

33

34 This shall be done within twenty (20) working days following the date of occurrence of the grievance.  
35 The appropriate administrator shall respond in writing within ten (10) working days. If the employee  
36 is not satisfied or the matter not resolved, the employee may proceed to Step Two. Association  
37 representatives may help the employee at Step One and beyond.  
38

##### 39 **Step Two**

40 The employee, with the help of the shop steward or union representative, may submit the matter in  
41 writing to the human resources administrator within ten (10) working days of receipt of the written  
42 response from the appropriate administrator. Within fifteen (15) working days following submission  
43 of the written grievance to the office of the human resources administrator, the employer shall submit a  
44 written answer to the Association and the aggrieved employee. If the employee is not satisfied and the  
45 matter is not resolved, the employee may proceed to Step Three.  
46  
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1 **Step Three**

2 If the grievant is unsatisfied with the disposition in Step Two of the grievance procedure, the grievant  
3 may, within thirty (30) working days, and with the consent of the Association, submit the matter to  
4 arbitration. Fifteen (15) days notice of intent to arbitrate shall first be provided to the District in  
5 writing.

6  
7 Any grievance relating to interpretation or application of the specific provision(s) of the Agreement  
8 may be submitted to arbitration unless excluded by the other provisions of the Agreement or this  
9 Article.

10  
11 To effectuate arbitration, the Association shall request within the thirty (30) working days a list of  
12 seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of  
13 arbitrators, representatives of the District and the Association shall, within ten working days, meet to  
14 select an arbitrator from said list. The selection shall be made by alternately removing one name at a  
15 time from the list. The two parties shall decide on order of first removal by the flip of a coin. The  
16 remaining name, after each party has eliminated three, shall be the arbitrator.

17  
18 The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of  
19 the Agreement and the arbitrator shall be without authority to add to, subtract from, or alter any of the  
20 terms of this Agreement. The arbitrator shall be without power or authority to make any decision  
21 which requires the commission of an act prohibited by law.

22  
23 The arbitrator shall render his or her decision with sixty (60) calendar days following the conclusion of  
24 the arbitration hearing or submission of any post-hearing briefs. The parties shall have fifteen (15)  
25 working days from the date of the hearing in which to submit such briefs.

26  
27 Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost  
28 (reporter, hearing room, etc.) shall be shared equally by the District and the Association.

29  
30 The decision and/or award shall set forth the arbitrator's finding of fact, reasoning and conclusions on  
31 the issues submitted and shall be final and binding on all parties.

32  
33 **Section 13.2.** The grievant shall have the right to have an Association representative present during  
34 the formal discussion in Steps One, Two and Three. Such discussion shall not interfere with the  
35 employee's normal duties.

36  
37 **Section 13.3.** Nothing contained herein shall be construed to prevent any employee from processing  
38 his/her own grievance through Step Two without Association representation. However, the District  
39 shall give the Association the opportunity to be present at any formal step of the grievance procedure  
40 and make its views known.

41  
42 **Section 13.4.** Grievance hearings shall be held at reasonable times and places that do not conflict with  
43 the working day unless otherwise mutually agreed. Grievances not pursued to the next step within the  
44 time limitations set forth shall be deemed waived.

45  
46 **Section 13.5.** Termination of probationary employees as defined in this Agreement for any reason is  
47 not subject to the grievance procedure.

1 **Section 13.6.** Time limits as set forth in this Article may be extended by mutual agreement.  
2 Grievances not proceeding within the time limits set forth in this Article shall be waived and  
3 considered null and void, except if the District has not complied with the time limits set forth herein,  
4 the grievance shall automatically proceed to the next step of the grievance procedure.  
5  
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## 8 ARTICLE XIV

### 9 **TRANSFER OF PREVIOUS EXPERIENCE**

10 **Section 14.1.** Any new hire who is hired to perform work similar to that in which he/she was  
11 previously engaged, may be given longevity credits in the District in accordance with this Article.  
12  
13

14 **Section 14.2.** At the discretion of the superintendent or his/her designee, a new employee may be  
15 allowed a maximum of four (4) years credit on the appropriate salary schedule for school-related  
16 experience in previous employment. This action is to be taken at time of employment only.  
17  
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## 21 ARTICLE XV

### 22 **SALARIES AND EMPLOYEE COMPENSATION**

23 **Section 15.1.** Salaries for employees subject to this Agreement, during the term of the Agreement, are  
24 contained in Schedule A attached hereto and by this reference incorporated herein. Substitute  
25 employee's salary on the 31st day are also included in Schedule A.  
26  
27  
28

29 **Section 15.1.1.** Incremental step movements, where applicable, shall take effect September 1 of each  
30 year during the term of this Agreement, provided the employee worked in the classification at least  
31 two-thirds (2/3) of the preceding school year.  
32

33 **Section 15.1.2.** Wages for the 2008-2009 school year shall be as set forth on the attached Schedule A,  
34 which includes the state-funded Cost of Living Adjustment (COLA) of four and four-tenths percent  
35 (4.4%), as well as the following wage increases:  
36

- 37 • All Nutrition Service job classifications – 2.5 %
- 38 • LPN – 3.0%
- 39 • Security – 3.0%
- 40 • Interpreter Tutors – 3.0%
- 41 • Paraeducators – 2%
- 42 • Health Technicians – 2%
- 43 • Computer Technician 2 – 1.5 %
- 44 • Grounds Maintenance – 1.5 %
- 45
- 46
- 47
- 48

1 For the 2009-2010 school year, the District will increase wages by the statewide I-732 COLA  
2 identified in the state appropriations act, if any, in the month such state increases are effective. The  
3 District will provide additional wage increases as follows:  
4

- 5 • All Nutrition Service job classifications - 1.5 %
- 6 • LPN – 1.5 %
- 7 • Security – 1.5 %
- 8 • Interpreter Tutors – 1.5 %
- 9 • Paraeducators – 1.0%
- 10 • Health Technicians – 1.0%
- 11 • Computer Technician 2 – 1.5 %

12  
13 For the 2010-2011 school year, the District will increase wages by the statewide I-732 COLA  
14 identified in the state appropriations act, if any, in the month such state increases are effective, unless  
15 such increases are less than 2%, in which case the District will fund a 2% wage increase for all  
16 employees. The District will provide additional wage increases as follows:  
17

- 18 • All Nutrition Service job classifications - 1.5 %
- 19 • LPN – 1.5 %
- 20 • Security – 1.5 %
- 21 • Interpreter Tutors – 1.5 %

22  
23 If, in addition to the state-funded COLA, the state grants any “salary equity” increases for the District,  
24 the District will apply this bargaining unit’s pro rata share of the actual additional funding represented  
25 by such increase (e.g. approximately \$20,253 for 2008-2009) to wage increases for the bargaining unit  
26 as follows:  
27

- 28 1. These funds shall be used first to accomplish any of the above wage increases that are in  
29 addition to the state-funded COLA (including, if applicable, the 2% wage increase for 2010-  
30 2011);
- 31  
32 2. If funds remain after applying these wage increases, the District will apply any remaining funds  
33 toward wage increases for identified positions or the entire bargaining unit, at the union’s  
34 option.  
35

36 If the state grants a classified employee salary increase in any manner other than the percentage  
37 increase method used in the past, the parties agree to reopen solely for the purpose of applying such  
38 increase to the salary schedule; provided, that this reopener provision shall be suspended and no  
39 reopener shall occur during the 2008-2009, 2009-2010, and 2010-2011 contract years except by mutual  
40 agreement.  
41

42 The District and PSE will conduct a joint salary survey during the 2010-11 school year.  
43

44 **Section 15.1.2.1. Longevity.** The longevity pay set forth on Schedule A shall increase as follows  
45 during the term of this Agreement: effective September 1, 2009, Step 10 – 10 years of service shall  
46 increase from \$0.15/hr. to \$0.30/hr. and Step 15 – 15 years of service shall increase from \$0.35/hr. to  
47 \$0.50/hr. Effective September 1, 2010, Step 10 – 10 years of service shall increase from \$0.30/hr. to  
48 \$0.40/hr. and Step 15 – 15 years of service shall increase from \$0.50/hr. to \$0.70/hr.

1 **Section 15.1.3.** In calculating an employee's longevity for purposes of vacation and the hourly  
2 longevity increase, the District will use the date the employee was hired by the District in a regular  
3 position (includes temporary positions, does not include substitute positions). If a person's  
4 employment has been interrupted by a work-related injury or a lay off, that person's longevity will  
5 continue to accrue as if there was no interruption of service. Longevity rights of an employee shall be  
6 lost for the following reasons:

- 7
- 8 A. Resignation,
- 9 B. Discharge or
- 10 C. Retirement.
- 11

12 **Section 15.1.3.1.** Employees who have worked for the District in another classification or another  
13 bargaining unit as a regular employee (not as a substitute) must provide the Human Resources  
14 Department with written notice of this fact. Otherwise, the employee waives the opportunity to take  
15 advantage of this provision.

16

17 **Section 15.1.4.** Paraeducators who, as a regular and continuing part of their duties, supervise and  
18 direct students in work experiences off of the school campus in a "job coach" role will be compensated  
19 for that time from the "job coach" column of Salary Schedule A. The "job coach" column shall be at  
20 105 percent of the paraeducator instructional pay. Functions falling within the "job coach" job  
21 description shall qualify for the higher pay rate.

22

23 **Section 15.2.** Salaries to be contained in the appropriate Schedule A shall be for the entire term of this  
24 Agreement, subject to the terms and conditions of Section 16.2.

25

26 **Section 15.2.1.** Any employee who changes job positions within their general job classification shall  
27 receive full longevity credit regarding step placement on Schedule A.

28

29 **Section 15.3.** For purposes of calculating daily hours, time worked shall be rounded to the next one-  
30 quarter hour.

31

32 **Section 15.4.** Any employee required to travel from one job site to another during working hours as a  
33 condition of that position shall be eligible to use an available District automobile, or be reimbursed  
34 mileage based on the current District mileage rate.

35

36 **Section 15.5. Professional Development Plan.** The District and PSE value professional development  
37 and would like to encourage and reward employees who seek job-related education and training.  
38 Beginning with the 1998-99 school year, employees will be recognized for successfully completing  
39 job-related training and education by enhancing their hourly wage as follows:

40

41 **Nutrition Services Employees**

42 Nutrition services employees who complete the SNA certification process will receive increased  
43 compensation as indicated below during each year that they have received or maintained their  
44 certification. Salary schedule increases shall be effective September 1 following the completion of the  
45 required courses provided that no later than August 31 of that year, the employee submit the following  
46 to Human Resources: (1) documentation certifying the successful completion of the required courses,  
47 (2) a copy of SNA membership, and (3) a copy of the certification application the employee submitted  
48 to SNA. If an employee's certification from SNA is not received by the District by December 1, the  
49 employee's pay will be reduced consistent with the overpayment unless such delay of receipt is beyond

1 the control of the employee. If an employee's certification lapses (as indicated on her/his SNA  
2 certificate), the employee's pay will be reduced and any overpayment will be deducted from the  
3 employee's pay warrant.

4  
5 SNA Certification Compensation:

6	2005-06	\$0.30/hour for Level I
7	2006-07	\$0.35/hour for Level I
8	2007-08	\$0.40/hour for Level I
9	2007-08	\$0.45/hour for Level II
10	2007-08	\$0.50/hour for Level III

11  
12 **Paraeducators**

13 Paraeducators may earn an additional five (5) cents, ten (10) cents, fifteen (15) cents, or twenty (20)  
14 cents per hour by: (1) earning clock hours for classes taken through the ESD that specifically relate to  
15 being a paraeducator, (2) earning clock hours for training provided by the Franklin Pierce School  
16 District that specifically relate to being a paraeducator, and (3) earning college credits from accredited  
17 community colleges and universities in classes that specifically relate to being a paraeducator. To be  
18 eligible for the increases, at least 50 percent of the clock hours and/or classes must be earned AFTER  
19 September 1, 1997 and the other 50 percent must have been earned during 1992 or later. To receive  
20 credit, all clock hours and/or classes must be earned while employed by the District and all clock hours  
21 and/or classes must be job-related.

22 Eligible clock hours earned after September 1, 1999, will be applicable to the new 180 hours columns  
23 exclusive of such hours that have already been applied to the 135 clock hour or lesser columns.

24 Employees who have earned enough clock hours to move to the 180 clock hour column are required to  
25 submit the appropriate paperwork to Human Resources within thirty (30) calendar days after the  
26 ratification of this Agreement. If an employee has completed 180 eligible clock hours by August 31,  
27 2002, and has requested but not yet received documentation from a university or clock hour provider,  
28 the employee shall submit the Request for Paraeducator Professional Development Credit Form to  
29 Human Resources and a letter indicating that the official documentation has been requested, within  
30 thirty (30) calendar days after the ratification of this Agreement.

- 31
- 32 • 45 completed clock hours or 4.5 completed college credits = 5 cent per hour increase.
  - 33 • 90 completed clock hours or 9 completed college credits = 10 cent total increase per hour.
  - 34 • 135 completed clock hours or 13.5 completed college credits = 15 cent total increase per  
35 hour.
  - 36 • 180 completed clock hours or 18 completed college credits = 20 cent total increase per hour  
37 effective September 1, 2002, and 25 cents total increase per hour, September 1, 2003.

38  
39 Employees are strongly encouraged to submit requests for prior approval from Human Resources to  
40 ensure that classes are considered to specifically relate to being a paraeducator.

41  
42 For training/classes taken after July 31, 1999, credit can be earned when the employee is being  
43 reimbursed by the District for his or her time in attending the training.

44  
45 **Maintenance Employees**

46 When maintenance employees are required as part of their job to attend training, they will be  
47 compensated for their time attending the training. Additionally, the District will pay the cost for  
48 training.

1 **Section 15.5.1. Paperwork Requirements and Timing of Increase.** Salary schedule increases shall  
2 be effective September 1 following the completion of the courses provided that documentation  
3 certifying the successful completion of the course work is received by Human Resources by August 1  
4 of that year. Increases will only be made that one time during the year. If an employee will be  
5 completing enough coursework to receive an increase before September 1 but will not have  
6 documentation of completion by August 1, the employee must submit a letter to Human Resources by  
7 August 1 which details the course title, the institution offering the course, the date(s) of the course and  
8 when the employee anticipates receiving the documentation demonstrating completion of the course.

9  
10 **Section 15.5.2.** It is the employee's responsibility to maintain documentation of clock hours and  
11 credits. Employees may turn transcripts or clock hour forms in to Human Resources when they are  
12 eligible for an increase.

13  
14 **Section 15.5.3.** In recognizing the importance of professional development, both the District and PSE  
15 recognize that education and training may present as important considerations in the hiring process and  
16 may justify a seniority bypass in appropriate cases.

17  
18 **Section 15.6. Direct Deposit.** As of September 1, 1999, employees will be required to participate in a  
19 direct deposit program for pay warrants. Upon written request and approval by the Fiscal Services  
20 Director, exceptions will be made for appropriate cause for members of the bargaining unit employed  
21 as of August of 1999. There shall be no limit on the number of times an employee may change direct  
22 deposit recipients. The District shall be responsible for the accurate and timely transfer of deposits to  
23 the employee's financial institution.

## 24 25 26 27 **ARTICLE XVI**

### 28 29 **TERM AND SEPARABILITY OF PROVISIONS**

30  
31 **Section 16.1.** The term of this Agreement shall be September 1, 2008 to August 31, 2011.

32  
33 **Section 16.2.** This Agreement may be reopened and modified at any time during its term upon mutual  
34 consent of the parties in writing.

35  
36 **Section 16.2.1.** The parties acknowledge that any payment of increments or salary increases shall be  
37 limited to the extent allowable by the State. If any action in this unit has the effect of placing the  
38 District in a non-compliance situation or in violation of State salary limitations, the parties shall reopen  
39 the contract to bring it into compliance.

40  
41 **Section 16.3.** If any provision of this Agreement or the application of any such provision is held  
42 invalid, the remainder of this Agreement shall not be affected thereby.

43  
44 **Section 16.4.** Neither party shall be compelled to comply to any provision of this Agreement which  
45 conflicts with state or federal statutes or regulations promulgated pursuant thereto.

46  
47 **Section 16.5.** In the event that either Section 16.3 or Section 16.4 is determined to apply to any  
48 provision of this Agreement, the parties shall renegotiate such provision, Section 16.6.  
49 notwithstanding.

1 **Section 16.6.** This Agreement constitutes the entire Agreement between the parties concluding  
2 bargaining for its term, except as specifically provided in Section 16.2 and 16.5. All matters not  
3 covered herein shall be determined by the District, provided this Agreement may be altered, changed,  
4 added to, deleted from or modified only through the mutual written consent of both parties.  
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**SCHEDULE A**  
**PSE of Franklin Pierce**  
**2008- 2009**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 10*</b>	<b>Step 15*</b>
<b><u>Maintenance Services</u></b>							
Security	\$15.61	\$16.00	\$16.39			\$16.54	\$16.74
Grounds Maintenance	\$17.00	\$17.54	\$18.08			\$18.23	\$18.43
Warehouse Driver	\$17.21	\$17.73	\$18.29			\$18.44	\$18.64
Driver/Maintenance	\$17.47	\$18.00	\$18.56			\$18.71	\$18.91
Carpenter	\$20.90	\$21.54	\$22.22			\$22.37	\$22.57
Electrician	\$20.90	\$21.54	\$22.22			\$22.37	\$22.57
HVAC	\$20.90	\$21.54	\$22.22			\$22.37	\$22.57
Locksmith	\$20.90	\$21.54	\$22.22			\$22.37	\$22.57
Painter	\$20.90	\$21.54	\$22.22			\$22.37	\$22.57
Plumber	\$20.90	\$21.54	\$22.22			\$22.37	\$22.57
Warehouse Coordinator	\$20.90	\$21.54	\$22.22			\$22.37	\$22.57
<b><u>Computer Services</u></b>							
Computer Tech II	\$18.35	\$19.38	\$20.41	\$21.44	\$22.47	\$22.62	\$22.82
Network Specialist	\$25.57	\$26.11	\$26.66	\$27.20		\$27.35	\$27.55
<b><u>Nutrition Services</u></b>							
Nutrition Services Asst III	\$11.24	\$11.56	\$11.90	\$12.36	\$12.91	\$13.06	\$13.26
<i>w/Level I SNA Certificate</i>	\$11.64	\$11.96	\$12.30	\$12.76	\$13.31	\$13.46	\$13.66
<i>w/Level II SNA Certificate</i>	\$11.69	\$12.01	\$12.35	\$12.81	\$13.36	\$13.51	\$13.71
<i>w/Level III SNA Certificate</i>	\$11.74	\$12.06	\$12.40	\$12.86	\$13.41	\$13.56	\$13.76
Nutrition Services Mgr II	\$12.19	\$12.53	\$12.80	\$13.54	\$14.08	\$14.23	\$14.43
<i>w/Level I SNA Certificate</i>	\$12.59	\$12.93	\$13.20	\$13.94	\$14.48	\$14.63	\$14.83
<i>w/Level II SNA Certificate</i>	\$12.64	\$12.98	\$13.25	\$13.99	\$14.53	\$14.68	\$14.88
<i>w/Level III SNA Certificate</i>	\$12.69	\$13.03	\$13.30	\$14.04	\$14.58	\$14.73	\$14.93
Nutrition Services Asst II	\$12.08	\$12.42	\$12.77	\$13.17	\$13.69	\$13.84	\$14.04
<i>w/Level I SNA Certificate</i>	\$12.48	\$12.82	\$13.17	\$13.57	\$14.09	\$14.24	\$14.44
<i>w/Level II SNA Certificate</i>	\$12.53	\$12.87	\$13.22	\$13.62	\$14.14	\$14.29	\$14.49
<i>w/Level III SNA Certificate</i>	\$12.58	\$12.92	\$13.27	\$13.67	\$14.19	\$14.34	\$14.54
Nutrition Services Asst I	\$12.91	\$13.31	\$13.68	\$14.35	\$15.01	\$15.16	\$15.36
<i>w/Level I SNA Certificate</i>	\$13.31	\$13.71	\$14.08	\$14.75	\$15.41	\$15.56	\$15.76
<i>w/Level II SNA Certificate</i>	\$13.36	\$13.76	\$14.13	\$14.80	\$15.46	\$15.61	\$15.81
<i>w/Level III SNA Certificate</i>	\$13.41	\$13.81	\$14.18	\$14.85	\$15.51	\$15.66	\$15.86
Nutrition Services Baker I	\$12.40	\$12.76	\$13.16	\$13.55		\$13.70	\$13.90
<i>w/Level I SNA Certificate</i>	\$12.80	\$13.16	\$13.56	\$13.95		\$14.10	\$14.30
<i>w/Level II SNA Certificate</i>	\$12.85	\$13.21	\$13.61	\$14.00		\$14.15	\$14.35
<i>w/Level III SNA Certificate</i>	\$12.90	\$13.26	\$13.66	\$14.05		\$14.20	\$14.40
Nutrition Services Mgr I	\$14.40	\$14.85	\$15.53	\$16.23	\$16.54	\$16.69	\$16.89
<i>w/Level I SNA Certificate</i>	\$14.80	\$15.25	\$15.93	\$16.63	\$16.94	\$17.09	\$17.29
<i>w/Level II SNA Certificate</i>	\$14.85	\$15.30	\$15.98	\$16.68	\$16.99	\$17.14	\$17.34
<i>w/Level III SNA Certificate</i>	\$14.90	\$15.35	\$16.03	\$16.73	\$17.04	\$17.19	\$17.39

1 **Paraeducator Instructor**

2 Base Rate \$12.60 \$12.95 \$13.34 \$13.96 \$14.64 \$14.79 \$14.99  
3 w/45 clock hours \$12.65 \$13.00 \$13.39 \$14.01 \$14.69 \$14.84 \$15.04  
4 w/90 clock hours \$12.70 \$13.05 \$13.44 \$14.06 \$14.74 \$14.89 \$15.09  
5 w/135 clock hours \$12.75 \$13.10 \$13.49 \$14.11 \$14.79 \$14.94 \$15.14  
6 w/180 clock hours \$12.85 \$13.20 \$13.59 \$14.21 \$14.89 \$15.04 \$15.24  
7 w/AA Degree \$13.10 \$13.45 \$13.84 \$14.46 \$15.14 \$15.29 \$15.49  
8 w/BA Degree \$13.60 \$13.95 \$14.34 \$14.96 \$15.64 \$15.79 \$15.99

10 **Paraed Job Coach**

11 Base Rate \$13.17 \$13.53 \$13.91 \$14.59 \$15.28 \$15.43 \$15.63  
12 w/45 clock hours \$13.22 \$13.58 \$13.96 \$14.64 \$15.33 \$15.48 \$15.68  
13 w/90 clock hours \$13.27 \$13.63 \$14.01 \$14.69 \$15.38 \$15.53 \$15.73  
14 w/135 clock hours \$13.32 \$13.68 \$14.06 \$14.74 \$15.43 \$15.58 \$15.78  
15 w/180 clock hours \$13.42 \$13.78 \$14.16 \$14.84 \$15.53 \$15.68 \$15.88  
16 w/AA Degree \$13.67 \$14.03 \$14.41 \$15.09 \$15.78 \$15.93 \$16.13  
17 w/BA Degree \$14.17 \$14.53 \$14.91 \$15.59 \$16.28 \$16.43 \$16.63

19 **Paraed Interpret Tutors**

20 Base Rate \$16.88 \$17.34 \$17.85 \$18.36 \$18.87 \$19.02 \$19.22  
21 w/45 clock hours \$16.93 \$17.39 \$17.90 \$18.41 \$18.92 \$19.07 \$19.27  
22 w/90 clock hours \$16.98 \$17.44 \$17.95 \$18.46 \$18.97 \$19.12 \$19.32  
23 w/135 clock hours \$17.03 \$17.49 \$18.00 \$18.51 \$19.02 \$19.17 \$19.37  
24 w/180 clock hours \$17.13 \$17.59 \$18.10 \$18.61 \$19.12 \$19.27 \$19.47  
25 w/AA Degree \$17.38 \$17.84 \$18.35 \$18.86 \$19.37 \$19.52 \$19.72  
26 w/BA Degree \$17.88 \$18.34 \$18.85 \$19.36 \$19.87 \$20.02 \$20.22

28 **Health Tech & LPN**

29 Base Rate \$13.27 \$13.64 \$14.06 \$14.58 \$15.17 \$15.32 \$15.52  
30 w/45 clock hours \$13.32 \$13.69 \$14.11 \$14.63 \$15.22 \$15.37 \$15.57  
31 w/90 clock hours \$13.37 \$13.74 \$14.16 \$14.68 \$15.27 \$15.42 \$15.62  
32 w/135 clock hours \$13.42 \$13.79 \$14.21 \$14.73 \$15.32 \$15.47 \$15.67  
33 w/180 clock hours \$13.52 \$13.89 \$14.31 \$14.83 \$15.42 \$15.57 \$15.77  
34 LPN \$18.00 \$18.52 \$19.18 \$19.56 \$20.15 \$20.30 \$20.50

37 Steps 10 and 15 used only for longevity increases and not to be used as increment increases.

38 Step 10 – 10 years of service=15 cents per hour increase over step 5.

39 Step 15 – 15 years of service=35 cents per hour increase over step 5.

41 **The AA column on the salary schedule is effective for paraeducators/health assistants who have earned either:**

- 42 (1) 72 quarter or 48 semester credit (100 level and above) from an accredited institution of higher education  
43 (2) IA certificate through completion of approved apprenticeship program; or  
44 (3) Associates degree from an accredited institution of higher education.  
45  
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1 **The BA column on the salary schedule is effective for paraeducators who have earned either:**

- 2 (1) BA/BS from an accredited agency that is public or non-profit; or  
3 (2) EP certificate through completion of approved apprenticeship program.

4 Employees must submit the proper transcripts to the Human Resources Department to receive the above-  
5 described increases.  
6

7 **Substitute Rate:**

8 The substitute rate of pay shall be ninety percent (90%) of the Step 1 of the base hourly rate for each job  
9 category, provided that, for the maintenance job category, the sub rate will be 90% of the Step 1 rate for the  
10 applicable position (e.g., Warehouse Driver, Carpenter, etc.).  
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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON

FRANKLIN PIERCE CHAPTER

BY: \_\_\_\_\_  
Faith Collins, Chapter President

DATE: \_\_\_\_\_

FRANKLIN PIERCE SCHOOL  
DISTRICT NO. 402

BY: \_\_\_\_\_  
Dr. Frank Hewins, Superintendent

DATE: \_\_\_\_\_