COLLECTIVE BARGAINING AGREEMENT BETWEEN

Tenino School District #402

AND

Public School Employees of Tenino

SEPTEMBER 1, 2017 - AUGUST 31, 2020

Public School Employees of Washington / SEIU Local 1948
PO Box 798
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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.

2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties thereto.

3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties thereto.

5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

PREAMBLE

This agreement is made and entered into between Tenino School District #402 (hereinafter “District” or “employer”) and the Tenino School District #402 local chapter of Public School Employees of Washington (hereinafter “Association”), an affiliate of the Public School Employees of Washington / SEIU Local 1948 state organization.

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.
ARTICLE 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 1.4, 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.
Substitute employees working more than twenty (20) consecutive shifts or thirty (30) shifts during any single fiscal year shall be represented by the Union. After achieving this status, the following articles shall apply: Article XIX, Schedule A; and such status may not be lost unless the employee separates from employment in accordance with the provisions of this agreement, or is a voluntary quit.

Section 1.4.
The bargaining unit to which this agreement is applicable is as follows. All regular full-time and all regular part-time classified employees in the following classifications: clerical, para-educators, custodial, food service, building maintenance, grounds maintenance, and shuttle driver; excluding the Administrative Assistant to the Superintendent, the Business Manager, the Administrative Assistant to the Business Manager, the Administrative Assistant to the Executive Director of Student Support, and the Food Service Supervisor.

Section 1.5.
Temporary employees are defined as employees assigned to a bargaining unit position for a specific period which is more than thirty (30) workdays, but not to exceed sixty (60) work days. If the District determines the temporary position should extend beyond 60 days the position will be posted. Positions that are student specific may exceed the 60 work days as temporary without posting but no longer than the duration of the school year.

Section 1.5.1.
Temporary employees are subject to all terms and conditions of this agreement except Article VII, Probation; Article X, Seniority; Article XI, Vacation; Article XIII, Insurance; and Article XIV, Leaves.
ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.
It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws, regulations, and the provisions of this agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, the priorities and the personnel by which such operation is conducted. Also included in these rights is the District’s right to obligate District funds and to respond to emergencies of whatever nature.

Section 2.2.
The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this agreement.

Section 2.3.
The District and the Association agree that the above statement of board rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the District and the Association that the rights, powers, authority and functions of management shall remain exclusively vested in the District except insofar as expressly and specifically surrendered or limited by the provisions of this agreement.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.
It is agreed that the employees in the bargaining unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the board of directors of the District or any other governmental body, group or individual. The District shall neither encourage nor discourage membership in any employee organization.

Section 3.2.
Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the District.
Section 3.3.
Neither the District nor the Association shall unlawfully discriminate against any employee subject to
this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national
origin, or disability.

Section 3.4.
Every classified employee, during working hours, will have access to a working computer to check
their e-mail each day and to do their Skyward business for day off and time sheet. The District will
take steps to insure that necessary and appropriate district and building e-mails are distributed to
classified employees. The district will, at least annually, provide for training sessions for all
employees to obtain training in the use of the available computers and the software involved in
accessing district computers for employment related business such as required reports.

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 their views to the District on matters of concern, either orally or in writing;
and to enter into collective negotiations with the object of reaching an agreement applicable to all
employees within the bargaining unit.

Section 4.2.
The Association shall promptly be notified by the District of any disciplinary actions of any employee
in the bargaining unit in accordance with the provisions of the discharge and the grievance procedure
articles contained herein. The Association is entitled to a representative 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, addresses, work assignments, and salary information of employees in the respective
subunits will be provided annually by October 30, to the president of the Association, and any changes
will be updated monthly on a mutually agreed form as changes in personnel occur.

Section 4.4.
The Association reserves and retains the right to delegate any right or duty contained herein, within the
scope of statute, to appropriate officials of the Public School Employees of Washington / SEIU Local
1948 state organization.

Section 4.5.
The local chapter president and designated representatives will be provided time off without pay to a
maximum of three (3) days per year to attend regional or state meetings of the Association.
The Association may post notices of their activities and matters of organization concern on a bulletin board to be provided in each school building by the District. The Association may communicate with its members as long as it does not interfere with the employer’s work responsibilities.

Section 4.7.
Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours; provided that no conference or meetings between employees and the Association representatives will hamper or obstruct the normal flow of work. The local chapter president shall have the opportunity to meet and confer with the District administration on a mutually agreeable basis without loss of pay. The parties will have a monthly labor management meeting, with four (4) representatives from the Association and at least two (2) management representatives. The district and the chapter will mutually agree upon a monthly meeting date and set a calendar for those meetings each September. Either side may cancel and reschedule that meeting if a conflict arises.

Section 4.8.
Whenever Association representatives are mutually scheduled with the employer’s representatives to participate in negotiations or grievance hearings or other matters pertaining to the administration of this agreement during working hours, said representatives shall suffer no loss of pay and a substitute will be provided at the employer’s expense.

ARTICLE V
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1.
It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this agreement in accordance with RCW 41.56.

Section 5.1.1.
If the District contemplates laying off employees or significant reductions in bargaining unit work, it shall consult with the Association as to the necessity for and methods by which such reductions shall be made.

Section 5.2.
It is further recognized that this agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this agreement.

Section 5.3.
The Association will designate a conference committee of three (3) members who will meet with the superintendent of the District or the superintendent’s designee on a mutually agreeable regular basis to discuss appropriate matters.
ARTICLE VI
POSITION DESCRIPTIONS

Section 6.1.
The District will provide and maintain complete classification descriptions for all employees subject to this agreement. The Association will be notified in accordance with Section 10.7.1 regarding modifications to existing classifications or the creation of new classifications.

ARTICLE VII
PROBATIONARY PERIOD

Section 7.1.
Each new hire shall remain in a probationary status for a period of not more than seventy-five (75) working days following the hire date. During this probationary period the District may discharge such employee at its discretion.

Section 7.2.
At the end of the probationary period, the employee will be placed on regular employee status and be subject to all rights and duties contained in this agreement retroactive to their hire date.

ARTICLE VIII
HOURS OF WORK

Section 8.1.
The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday, except in emergency situations.

Section 8.2.
The District shall establish work shifts with designated times of beginning and ending. Each shift shall include adequate time to perform assigned duties, plus rest periods of approximately fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon. This shall mean that the first four (4) hours of work shall include a fifteen (15) minute break at or near the middle of the four (4) hour period. Shifts in excess of four (4) hours shall include, in addition to the above, a lunch period of not less than thirty (30) minutes, to be as near the middle of the shift as possible. Shifts that are six (6) hours or more of work shall include an additional fifteen (15) minute break at or near the middle of the work period following the lunch period. A modified work schedule may be arranged through mutual agreement between the classified employee and the building administrator.

Section 8.3.
Each employee shall be assigned to a definite and regular shift workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks; provided, however, this notice may be waived by the employee.
Section 8.4.
Employees required to work through their regular lunch periods will be given time to eat within their
work shift as agreed upon by the employee and his supervisor. In the event an employee is required to
forego their lunch period and works their entire shift, including the lunch period, they shall be
compensated for the foregone lunch period at overtime rates.

Section 8.5.
Employees assigned to perform the work of, or a shift regularly filled by, a higher classification
employee shall receive compensation equal to that normally received by an employee in the higher
classification.

Section 8.6. Special Service.
Special service shall be defined as any and all work, noncontiguous with regular daily work shifts or an
employee’s day of rest. Employees performing special services required by the District shall be
compensated for a minimum of two (2) hours. In the event such special service causes an employee to
work in excess of eight (8) hours within a given twenty-four (24) hours period, the hours in excess of
eight (8) will be paid at the overtime rate.

Section 8.7.
Employees required to attend staff meetings shall receive no less than a minimum of one (1) hour’s
pay for attending. The union will designate one building representative at every building who will be
paid to attend staff meetings. That designated employee is responsible to accurately report back to
classified staff any pertinent information discussed at that staff meeting. This employee may not
exceed forty (40) hours per week to attend this meeting.

Section 8.8.
In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the
District will make every effort to notify each employee to refrain from coming to work. Employees
reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a
closure; provided, however, no employee shall be entitled to any such compensation in the event he
has been actually notified by the District of the closure prior to leaving home for work.

Section 8.9.
Employees assigned to supervise inmates shall be compensated by an increase of three dollars $3.00 to
their hourly rate of pay. Further, an employee who transports inmates to and from the school district
shall be paid the additional rate from the time the employee departed the district until his/her return to
the district.

ARTICLE IX

OVERTIME

Section 9.1.
“Overtime pay” or “overtime rate” as referred to in this contract shall be an hourly pay rate equal to
one and one-half (1½) times an employee’s regular hourly wage.
Section 9.2.
Any employee working more than forty (40) hours per week shall be compensated for all such time at
the overtime rate provided that, by mutual agreement, compensatory time may be substituted for
overtime pay as provided in the Fair Labor Standards Act. Any unused compensatory time will be
paid in the August warrant.

ARTICLE X

SENIORITY

Section 10.1.
The seniority of an employee in the bargaining unit shall be established as the day on which the
employee began continuous daily employment with the District (hereinafter called “hire date”) unless
such seniority shall be lost as herein provided.

Section 10.1.1.
All seniority ties will be broken by lot. The affected employees may be present when a
representative from the district, along with the President of the local PSE chapter, perform this
procedure. A notation will be made on the official seniority list of the seniority sequence after
the tie breaker procedure is performed.

Section 10.2.
The seniority rights of an employee shall be lost for the following reasons.
A. Resignation;
B. Discharge for any reason contained in this agreement;
C. Retirement; or
D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 10.3.
Seniority rights shall not be lost for the following reasons, without limitations.
A. Time lost by reason of industrial accident, industrial illness or jury duty;
B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
   United States; or
C. Time spent on other authorized leaves of absence, not to exceed one (1) year.

Section 10.4.
Seniority rights shall be effective within the general job classification. General job classification is
defined as a subunit within the bargaining unit and shall include the following, without limitation:
clerical, paraeducator, custodial, food service, building maintenance, grounds maintenance, mobile
assistant, and shuttle driver.

Section 10.5.
The employee with the earliest hire date within classification shall have preferential rights regarding
shift selection and vacation periods. The employee with the earliest hire date within classification,
shall have preferential rights regarding filling of new or open job assignments, promotions and layoffs.
when ability and performance are equal with those individuals who are junior to the employee selected. Should the District determine that seniority rights should not govern because a junior employee possesses ability and performance greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees its reasons why the senior employee or employees have been bypassed.

Section 10.6.
An employee who changes job classifications within the bargaining unit shall retain their hire date in their previous classification for a period of two (2) years, except as noted in Section 10.8.

Section 10.7.
The District shall publicize within the bargaining unit, by written posting for five (5) days, the availability of new or open positions as soon as practicable after the District is apprised of the opening.

Section 10.7.1.
New job classifications shall be identified and shall be negotiated as to salary and working conditions.

Section 10.8.
In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to be considered with current employees in filling an opening in the classification held immediately prior to layoff. However, for the purposes of recall from layoff, notwithstanding the provision of Section 10.6, an employee may exercise seniority rights for recall purposes in any job classification in which the employee had performed regular full-time or regular part-time services under this collective bargaining agreement. For the purpose of exercising such a seniority right, the employee’s seniority date shall be the same as that applicable to Section 10.5. Names shall remain on the reemployment list for two (2) years.

Section 10.9.
An employee on layoff status shall file their address in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

Section 10.10.
An employee shall forfeit rights to reemployment as provided in Section 10.8 if they do not comply with the requirements of Section 10.9, or if they do not respond to the offer of reemployment within fifteen (15) days.

Section 10.11.
An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position with salary equal to that held prior to layoff.

Section 10.12.
Regular employees may bid to a temporary position and be subject to all regular benefits and provisions of this agreement. Regular employees assigned to a temporary position will have their former position held by a substitute employee for the duration of the temporary assignment at which time the regular employee shall be reassigned to their former position.
ARTICLE XI

VACATIONS

Section 11.1.
Upon completion of the first (1st) year of service with the school district, each full-time employee shall be granted ten (10) days paid vacation per year.

Upon completion of the fifth (5th) year of service with the school district, each full-time employee shall be entitled to twelve (12) days paid vacation per year.

Upon completion of the tenth (10th) year of service - fifteen (15) days paid vacation per year.

Upon completion of the fifteenth (15th) - twenty (20) days paid vacation per year.

Twenty (20) years – twenty (22) days.

Twenty-five (25) years – twenty-four (24) days.

After twenty-five (25) years, one (1) day added for each year thereafter.

Full-time employees shall be those working twelve (12) months per year.

Section 11.2.
Vacations shall be scheduled at the request of the employee unless such vacation time would disrupt the normal activities of the school district as determined by the superintendent.

ARTICLE XII

HOLIDAYS

Section 12.1.
All employees shall receive the following paid holidays that fall within their work months.

1. New Year’s Day
2. Washington’s Birthday
3. Martin Luther King Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans’ Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Day before Christmas
11. Christmas Day

Section 12.2. 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. An employee who is on the active payroll on the holiday and has worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and is not on a leave of absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if the employee can furnish proof satisfactory to the District that because of
illness they were unable to work on either of such shifts, and their absence previous to such holiday by reason of such illness has not been longer than thirty (30) regular workdays.

Those employees who are eligible for a paid holiday that falls on a Saturday or Sunday may receive a day off with pay on the day(s) immediately before or after the holiday. The paid workday off is in lieu of any non-worked paid holiday.

Section 12.3. Worked Holidays. Employees who are required to work on the above described holidays shall receive overtime pay, plus the pay that normally would be due them for the holiday worked.

Section 12.4. Holidays During Vacation. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

ARTICLE XIII

INSURANCE

Section 13.1. The District shall provide the legislated amount per full-time employee per month for payment of jointly approved insurance plans. Less than 1.0 FTE (full-time equivalent) employees shall receive their pro-rated share of said amount each month.

Section 13.1.1. It is agreed that if any other bargaining unit in the Tenino School District #402 becomes entitled to District paid insurance benefits on an FTE basis that is higher than that identified in Section 13.1, that Section 13.1 shall be subject to reopened negotiations upon the demand of the Union.

Section 13.2. Insurance Pool. The amount of state and local revenue generated by the bargaining unit shall comprise the insurance premium pool. (Local monies will not, however, be commingled with basic education allotment funding monies.) It is understood that the FTE count is frozen at the total FTE’s in the bargaining unit as of October 1 for the purpose of generating the pool(s). Upon the closing of insurance plan enrollment periods, the District shall compare the bargaining unit insurance usage to the size of the premium pool(s). Such comparison information shall be immediately provided to the Association. If the pool exceeds usage, the excess shall be divided on a dollar by dollar basis until enrollments are fully paid or the pool is depleted. It is understood that enrollments for dependents shall close on October 1. New employees coming into the bargaining unit after October 1 shall receive their prorated portion per FTE and shall not participate in the pool. Replacement employees shall be entitled to the same dollar amount being used by predecessors in the pool. In order to insure that funds available are fully utilized and that the District does not incur a penalty for non-compliance with state regulations, it is agreed that the insurance pool shall be recalculated for the month of August, annually or sooner, if necessary. It is further agreed that excess pool funds shall be expended for the aforementioned insurances.

Section 13.3.
The District shall pay one hundred percent (100%) retirement subsidy (HCA) per month per full time equivalent classified employee each year of the agreement.

Section 13.3.1.
In addition to the carve-out, the District shall provide twelve thousand dollars ($12,000.00) to the insurance pool each year of the agreement.

ARTICLE XIV
SICK LEAVE AND OTHER LEAVES

Section 14.1. Sick Leave.
Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided, however, that no employee shall accumulate less than twelve (12) days of sick leave per school year. An employee who works eleven (11) working days in any calendar month will be given credit for the full calendar month. Sick leave shall be vested when earned and may be accumulated up to the legal maximum. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee’s normal daily work shift; provided, however, that should an employee’s normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee’s normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

Section 14.1.1.
In the event employees are absent for reasons which are covered by industrial insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee’s accumulated sick leave in accordance with the amount paid to the employee by the District.

Section 14.1.2. Sick Leave Attendance Incentive Program.
In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day’s monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day’s monetary compensation, provided no employee may receive compensation under this section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1) day per month.
Section 14.1.2.1.
At the time of separation from school district employment pursuant to RCW 28A.400.210, an eligible employee or the employee’s estate shall receive remuneration at a rate equal to one (1) day’s current monetary compensation for each four (4) full days accrued leave for illness or injury, provided no employee may receive compensation under this section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1) day per month.

Section 14.2. Judicial Leave.
In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day’s pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee’s normal daily pay less bona fide expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 14.3. Family Illness.
Classified employees may be granted a leave of absence with pay of not more than three (3) days during a contract year, when such absence is occasioned by the illness of any relative residing in the household of the employee and/or the following family members which necessitates the presence of the employee: spouse, mother, father, daughter, son, or siblings. The classified employee will certify to the circumstances of the illness upon return to work. Such leave of absence is to be taken from sick leave.

Section 14.4. Bereavement Leave.
Classified employees are allowed up to five (5) days paid time off for the death of members of their immediate families. Those include spouse, mother, father, daughter, son, siblings, grandparent or grandchild. Any decision relating to other members of the family, or to more than five (5) days paid time off will be made by the superintendent. Such time is not to be deducted from sick leave.

Section 14.4.1.
In the event of the death of a friend or community member’s death, an employee may, with the approval of superintendent, take a paid sick leave day.

Section 14.5. Statement of Cause of Absence.
Classified employees claiming benefits of the sick or hardship leave provisions shall submit to the superintendent of schools a statement of the cause of such absence immediately upon return to service. Forms shall be provided by the District for this purpose.

Section 14.6.
A doctor’s certificate or other verification attesting to the employee’s illness may be required by the District for sick leave of five (5) days or more duration or for leave usage which is atypical or subject to reasonable suspicion.

Section 14.7. Emergency/Personal Leave.
Emergency/personal leave may be granted for not more than four (4) days per year, is non-cumulative, and is to be taken from sick leave. Emergency/personal leave may be taken in emergency situations as
determined by the employee. Employees intending to use this leave shall notify the District as soon as possible.

In addition to any other leave provided for elsewhere in this agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster care, or for a serious health condition of an employee or an employee’s spouse, child or parent, each employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the previous twelve (12) months is entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that employees may substitute accrued vacation or other personal leave for leaves related to the birth/adoption/foster care of a child, and may use accrued sick leave to care for themselves or sick family members as defined above. The employee must provide the employer with at least thirty (30) days written notice for foreseeable leaves for birth, adoption and planned medical treatment.

During this leave, the employer will continue to pay the same portion of insurance premiums as when the employee was working, and will maintain the employee’s coverage under any group health plan. Upon return from such leave, the employer will place the employee in their previous position, or one with equivalent pay and benefits.

Section 14.9. Shared Leave.
The Tenino School District #402 will comply with the Washington State Leave Sharing Program as now or hereafter amended.

Section 14.9.1. Donating Sick Leave.
Pursuant to House Bill 2266 filed in the office of the Secretary of State June 20, 2003, which amended RCW 41.04.655, 41.04.660, and 41.04.665, employees shall be allowed to donate accrued sick leave or personal holidays.

Section 14.9.2. Leave Donation Program.
Program means the leave sharing established in RCW 41.04.660. Those eligible to receive voluntary donation of leave includes all Active duty “Uniformed services” and allows employees to come to the aid of a fellow employee who are suffering from or have a relative or household member suffering from an extraordinary or severe illness, injury impairment, physical or mental condition or emergency which has caused or is likely to cause the employee to take leave without pay or terminate employment.

Section 14.9.3.
An employee may transfer sick leave to another employee requesting shared leave as long as they maintain a minimum of 176 hours or 22 days of sick leave after they transfer. There is no limit to the number of days that may be transferred. Employees may also donate any amount of annual leave as long as they maintain a balance of ten (10) days.
ARTICLE XV

LEAVE OF ABSENCE

Section 15.1.
Any employee requesting a leave of absence must apply in writing to his immediate supervisor. Upon recommendation of the immediate supervisor through administrative channels to the superintendent, and upon approval of the board of directors, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

Section 15.2.
The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, provided a vacancy exists for which the employee is qualified, the employee shall be reinstated to a position equivalent in duties and salary to that held at the time the request for leave of absence was approved.

Section 15.3.
The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits and sick leave shall not accrue while the employee is on leave of absence.

ARTICLE XVI

VOCATIONAL TRAINING

Section 16.1.
In the mutual interest of the District and Association, the District will provide, with prior superintendent’s approval, the following.

Section 16.1.1.
Employees attending training courses required by state regulation or District policy as a condition of employment will be paid by the school district, at the employees’ regular hourly rate of pay for all time in attendance, plus any fee, tuition, or transportation costs with prior approval of the superintendent.

Section 16.1.2.
Employees attending training courses or seminars requested by the employee and approved by the District will suffer no loss of regular salary, if the course requires them to attend on their regular school employment time, but no salary payment will be made for any time an employee would not have regularly worked; however, expenses incurred for transportation and/or training course fees and tuition’s will be paid by the school district.

Section 16.1.3.
Transportation must be cleared with the school district management so as to pool rides as much as possible. Paid transportation expense allowed will be for the lesser of: (a) normal and reasonable expenses from the District administrative office to the training location and return;
or (b) normal and reasonable expenses from the employee’s principal residence to the training location and return.

ARTICLE XVII

EMPLOYMENT NOTIFICATION

Section 17.1. Notification to Non-Annual Employees.
This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 17.1.1.
Should the District decide to discharge any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

Section 17.1.2.
Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year. If the District chooses to discipline or discharge an employee for acts occurring after the expiration of the school year, it may not do so without first conducting a due process hearing for that employee. Times set for such hearing and procedures for such hearing shall be mutually agreed upon by the District and the Association.

Section 17.1.3.
Nothing contained in this section shall in any regard limit the operation of other sections of this article.

ARTICLE XVIII

DISCHARGE OF EMPLOYEES

Section 18.1.
The District may discipline or discharge any employee subject to this agreement for justifiable cause.

Section 18.2.
The issue of justifiable cause shall be resolved in accordance with the grievance procedure herein.

ARTICLE XIX

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 19.1.
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 19.2.
All employees subject to this agreement who are hired at a time subsequent to the effective date of this agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) days of the effective date of this agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this agreement.

Section 19.3.
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 this agreement in an amount equal to the regularly monthly dues. This service charge shall be collected by the District through payroll warrant deduction in the same manner as monthly dues.

Section 19.4.
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 19.5.
The District will notify the President of the Association of all new hires, their classification title, hourly rate of pay, and site/shift assignment 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 19.6.
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 19.7. 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 Public School Employees of Washington / SEIU Local 1948 on a monthly basis.

The District will deduct PSE local dues from employees’ pay and transmit the dues to the local chapter treasurer.
The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on a check separate from the Union dues transmittal check. The employee may revoke the request at any time. At least annually, the PSE state office will notify the employee about the right to revoke the request.

ARTICLE XX
GRIEVANCE PROCEDURE

Section 20.1.
For the purpose of this agreement, the term “grievance” means any dispute by an employee within the bargaining unit referred to in previous sections against the District, with respect to an alleged violation of an express term or provision of this agreement. If requested, employees will be afforded Association representation at all levels of the grievance procedure. Any grievance shall be handled in accordance with the following procedure.

Section 20.2. Grievance Steps.

Section 20.2.1. Step 1. VERBAL.
The employee shall first discuss the grievance with his immediate supervisor. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within fifteen (15) working days of the occurrence of the grievance shall be invalid and subject to no further processing. At any point during the grievance procedure, the aggrieved may file a written note to the superintendent terminating their grievance.

Section 20.2.2. Step 2. 1ST WRITTEN SUPERVISOR.

If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding subsection, the employee shall reduce to writing a statement of the grievance containing the following:

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

The employee shall submit the written statement of grievance to their immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. If the employee wishes, they may be accompanied by an Association representative at subsequent discussions or meetings. The parties will have ten (10) working days from submission of the written statement of grievance to resolve it. A written statement indicating the disposition of the grievance shall be furnished the aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate their grievance in writing within the ten (10) working days.
Section 20.2.3. Step 3. 2ND WRITTEN SUPERINTENDENT.
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 shall be submitted within the ten (10) working days to the District superintendent or their designee. After such submission, the parties will have ten (10) working days to resolve the grievance. A written statement indicating the disposition of the grievance shall be furnished the aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate their grievance in writing within ten (10) working days.

Section 20.2.4. Step 4. BOARD OF DIRECTORS.
If no settlement has been reached within the fifteen (15) days referred to in the preceding subsection, and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) working days to the District board of directors. After such submission, the parties will have twenty (20) working days to resolve the grievance. The board of directors reserves the right to summon the employee for an oral statement of the grievance. The employee reserves the right to appear before the board of directors; the employee may be accompanied by an Association representative or designee. A written statement indicating the disposition of the grievance shall be furnished the aggrieved. If an agreeable disposition has been made, the aggrieved party shall terminate his grievance in writing within ten (10) working days.

Section 20.2.5. Step 5. ARBITRATION.
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, the employee may demand arbitration of the grievance. Any grievance arising out of or relating to the interpretation or application of this agreement shall be then submitted to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them; provided, that the arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form.

ARTICLE XXI

SALARIES

Section 21.1.
All state funds for PSE classified salaries and benefits shall be passed through for each year of this Agreement. Incremental steps on Schedule A shall be funded by the District. Salaries are listed as per attached Schedule A. All state funds for PSE classified salaries and benefits shall be passed through for each year of this Agreement. Incremental steps on Schedule A shall be funded by the District. Salaries are listed as per attached Schedule A.

For 2017-2018 the final Schedule A will reflect an increase of 3% (three percent) over the 16-17 salary schedule plus state funding, in addition to the increases provided in Section 21.7

For 2018-2019 Schedule A will be increased by 2% (two percent) over the 2017-2018 Schedule A, plus state funding.
For 2019-2020 Schedule A will be increased by 2% (two percent) over the 2018-2019 Schedule A, plus state funding.

**Section 21.2.**
Salaries contained in Schedule A shall be for the appropriate fiscal year and shall be retroactive to September 1, including overtime.

**Section 21.3.**
Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this agreement.

**Section 21.4.**
Paychecks shall be issued on a twelve (12) installment basis, with payday being the last calendar workday of the month.

**Section 21.5.**
Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

**Section 21.6.**
Employees will be paid their regular hourly rate of pay for all required professional inservice day(s) hours worked prior to the beginning of each school year including, but not limited to, attending any District meetings and/or while meeting with their teacher(s) for that school year for planning/preparation purposes.

**Section 21.7. Longevity Pay.**
Employees who are beginning their fifth (5) year of service or more with the District shall receive four percent (4.0%) longevity pay in addition to their current hourly rate of pay. Employees who are beginning their seventh (7) year of service or more with the District shall receive three percent (3.0%) longevity pay in addition to their current hourly rate of pay. Employees who are beginning their tenth (10) year of service or more with the District shall receive three percent (3.0%) longevity pay in addition to their current hourly rate of pay. Employees who are beginning their fifteenth (15) year of service or more with the District shall receive three percent (3.0%) longevity pay in addition to their current hourly rate of pay. Employees who are beginning their twentieth (20) year of service or more with the District shall receive three percent (3.0%) longevity pay in addition to their current hourly rate of pay. Employees who are beginning their twenty-fifth (25) year of service or more with the District shall receive three percent (3.0%) longevity pay in addition to their current hourly rate of pay.

Longevity pay will be calculated and awarded on the anniversary of the hire date and implemented on that date. If it is not possible to recalculate the salary at that time, the longevity pay will be paid retroactively to the anniversary date of their hire.

**Section 21.8.**
With administrative approval, classified employees are encouraged to apply for and work specific events that benefit the school district. Those can include supervising/crowd control at sporting events, school dances, concerts and other activities as identified by the district administration. Any
administrative approved work will be paid at a rate of $15.00 per hour. Should the certificated employees receive more than $15 per hour this section will be reopened for negotiation.

ARTICLE XXII

TERM

Section 22.1.
The term of this agreement shall be September 1, 2017 to August 31, 2020.

Section 22.2.
This agreement may be reopened and modified at any time during its term upon the mutual consent of the parties. Salaries in Schedule A below will be recalculated to include state flow through monies approved by legislative action for duration of this contract. For the duration of this contract (see Section 21.1 above). This agreement shall be reopened to consider any legislation enacted following execution of this agreement which affects the terms and conditions herein.

ARTICLE XXIII

SEPARABILITY OF PROVISIONS

Section 23.1.
If any provision of this agreement or the application of any such provision is held invalid, the remainder of this agreement shall not be affected thereby.

Section 23.2.
Neither party shall be compelled to comply to any provision of this agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 23.3.
In the event either of the foregoing sections is determined to apply to any provision of this agreement, such provision shall be renegotiated pursuant to Section 22.2.
PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF TENINO

BY: [Signature]
Cheryl Wright, Chapter President

DATE: 7/3/17

TENINO SCHOOL DISTRICT #402

BY: [Signature]
Tammy Schroeder, School Board President

DATE: 7/3/17

BY: [Signature]
Joseph Belmonte, Superintendent

DATE: 7/3/2017
## SCHEDULE A**

Tenino School District  
Classified Salary Schedule  
September 1, 2017 - August 31, 2018

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Sub Rate</th>
<th>FY 17-18 Rate of Pay</th>
<th>Year 5 4.0%</th>
<th>Year 5 3.0%</th>
<th>Year 7 3.0%</th>
<th>Year 10 3.0%</th>
<th>Year 15 3.0%</th>
<th>Year 20 3.0%</th>
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**In accordance with section 22.2 of the agreement the hourly rates set forth above shall be increased by the state salary increase percentage for the 2017-2018 fiscal year.
**SCHEDULE A**

Tenino School District
Classified Salary Schedule
September 1, 2018 - August 31, 2019

<table>
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<tr>
<th>Job Classification</th>
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<td>$26.46</td>
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</table>

**In accordance with section 22.2 of the agreement the hourly rates set forth above shall be increased by the state salary increase percentage for the 2018-2019 fiscal year.**

2017 – 2020 Collective Bargaining Agreement
PSE of Tenino / Tenino School District #402

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September 1, 2017
<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Sub Rate</th>
<th>FY 19-20 Rate of Pay</th>
<th>Year 5 4.0%</th>
<th>Year 7 3.0%</th>
<th>Year 10 3.0%</th>
<th>Year 15 3.0%</th>
<th>Year 20 3.0%</th>
<th>Year 25 3.0%</th>
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