COLLECTIVE BARGAINING AGREEMENT BETWEEN

YLEM COMMUNITY SCHOOLS #2

AND

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON

YLEM ASSOCIATION OF EDUCATIONAL
OFFICE PROFESSIONALS #627

SEPTEMBER 1, 2014 - AUGUST 31, 2017
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PREAMBLE

This Agreement is made and entered into between Yelm Community Schools No. 2 (hereinafter "District") and Public School Employees of Yelm Association of Educational Office Professionals, an affiliate of Public School Employees of Washington (hereinafter "Association").

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) 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 1.3., and the Association recognizes the responsibility of representing equally and fairly the interests of all such employees.

Section 1.2. The District will provide the Association with job descriptions and such amendments, changes and additions as may from time to time occur for positions in the bargaining unit.

Section 1.3. The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classification: Office Professionals. All salary surveys will be based on like positions and responsibilities.

Section 1.4. A substitute employee is an employee who fills in for a regular employee who is temporarily unavailable due to illness, injury, or some other authorized leave status. A substitute employee always works in a position that belongs to another bargaining unit employee. Substitute employees shall be paid according to Schedule A, Office Professional I, Step #1, but shall have no other rights. Regular employees within this bargaining unit, see Section 1.6 and Section 7.2.

Section 1.5. A temporary employee is an employee who works in a non-permanent position that does not belong to a permanent employee. Temporary employees shall be paid at Step 1 of the appropriate salary schedule. Temporary employees hired for less than seventy-five (75) days in one school year shall receive no other benefits. When a job exceeds the seventy-five (75) day limit, it will be put up for bid.

Section 1.6. A permanent employee moved into a substitute or temporary status, due to a transfer, shall be paid at their regular rate of pay or the first step of the position held, whichever is greater.
Section 1.7.
The use of student employees and volunteers shall not displace bargaining unit employees.

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 the Board and management officials of the District. These rights include, by way of illustration only, the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees and positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; 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 the efficiency of the District operation by determining the methods, the means and the personnel by which operations undertaken by the employees in the unit are to be conducted; except as limited by the terms and conditions of this Agreement.

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 wages, hours, grievance procedures and other working conditions pursuant to RCW 41.56.030, the District shall give due regard and consideration to the rights of the Association and employees and to the obligations imposed by this Agreement.

Section 2.3. Smoking Policy:
The District no-smoking policy is accepted with the following additions and corrections: Association personnel are allowed to leave campus during their breaks.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1.
It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join the Association. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.
Each employee shall have the right to present any grievance to the District and have such grievance adjusted without the intervention of the Association if desired by the employee. 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.**
Each employee shall have the right to be accompanied by an Association representative in discussions between an employee and supervisor when the subject of the discussion is a matter that might result in disciplinary or other adverse action against the employee.

**Section 3.4.**
Each employee reserves and retains the right to delegate any right or duty contained in this Article, exclusive of compensation for services rendered, to appropriate officials of the Association.

**Section 3.5.**
Neither the District nor the Association shall discriminate on the basis of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups, or because of their membership or non-membership in employee organizations or in the exercise of other rights. This holds true for all district employment, programs, activities and opportunities.

**Section 3.6.**
Employees shall be evaluated annually using a District developed form that is uniform and used by all offices and personnel that supervise classified employees within this bargaining unit.

An employee shall have the right, upon reasonable notice, to inspect the contents of their personnel file. Inspection shall be in the presence of a District representative. File materials may be reproduced for the employee as promptly as is feasible, upon request. An Association representative may, at the employee’s request, be present during the review of said employee’s file.

The District shall provide each employee with notice of any materials derogatory of the employee’s conduct, service, character or personality to be placed in the personnel file. The employee shall have the right to attach to the material involved, a statement of his/her version of matters.

**Section 3.7.**
Employees shall be permitted to attend the contract ratification meetings held on school district premises before or after working hours.

**ARTICLE IV**

**RIGHTS OF THE ASSOCIATION**

**Section 4.1.**
The Association has the right and responsibility to present their views to the District on matters concerning their employment relations with the District, to meet at reasonable times to confer and negotiate and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters including wages, hours and working conditions, pursuant to RCW 41.56.030.
Section 4.2.
The Association shall promptly be notified of any disciplinary action of any employee in the unit in accordance with the provisions of the Discipline and Discharge Procedures Articles contained herein. The Association is entitled to have PSE representative(s), when requested by the individual employee, at hearings conducted by any District official or body arising out of a disciplinary action and to make known the Association’s views concerning the case.

Section 4.3.
The Association shall provide each member with a copy of this Agreement in accordance with PSE/SEIU’s policies.

Section 4.4.
The Association reserves and retains the right to delegate any right or duty contained in this Article to appropriate officials of the Public School Employees of Washington.

Section 4.5.
The President of the Association and designated representatives will be provided time off without loss of pay to a maximum of five (5) days per year to attend regional or State meetings.

Section 4.5.1.
Members of the authorized Association bargaining committee shall be compensated at their regular rate of pay by the Association for all hours of work missed due to negotiations. It is agreed that bargaining members shall be released from work for negotiations provided that twenty-four (24) hours notice is provided to the immediate supervisor.

Section 4.5.2.
Any bargaining unit member who holds a state position in the Association shall be permitted to utilize leave with pay to perform state functions so long as appropriate advance notice is provided to the Supervisor and Superintendent/Designee. The District will be reimbursed the bargaining member’s salary by the PSE State Office for time missed by any member who holds a PSE State Office position to attend state functions.

Section 4.6.
The President of the Association shall be allowed a reasonable opportunity to confer with new employees during working hours regarding joining the Association. The names and positions of new employees shall be provided to the President within one week of hire.

Section 4.7.
The District will provide an electronic bulletin board folder for Association use. The District will allow the Association electronic access from their office(s). 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 as long as the material is not abusive or libelous to other employees or representatives of the District.

Section 4.8.
Representatives of the Association shall obtain permission of the building principal, superintendent, department supervisor, or their designees, in order to have access to the premises during business hours, provided that the building principal, superintendent, department supervisor, or designee shall
upon being requested for access, grant their permission if no hampering or obstruction of work results, and normal operation of the school or department is not interrupted.

The District recognizes that the PSE field representative has exclusive representing rights and access to any employee in the bargaining unit at any time. As with any visitor to a school building in the District, the field representative is required for safety reasons to check in with the building principal/office upon arrival.

**Section 4.9.**
The Association shall furnish the District Payroll Office with a list of names of all new members within five (5) days after they become affiliated with the Association. The District Payroll Office will provide the Association with a list of all bargaining unit employees with notations as to who has the District deducting dues within five (5) days of a written request.

The names, addresses, work assignments and current salary information of employees in the bargaining unit will be provided annually to the President of the Association within five (5) days of a written request and updated quarterly if requested in writing.

**Section 4.10.**
When reductions in the bargaining unit work force are being contemplated, the District shall first meet with the Association as to the necessity for and the manner of any reductions in the work force.

**Section 4.11.**
The Association shall have the right to meet and bargain compensation of newly created positions within this bargaining unit.

**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION OR NEGOTIATION**

**Section 5.1.**
Matters appropriate for consultation or negotiation between the District and the Association are those concerning wages, hours, grievance procedures and other working conditions of the employees in the bargaining unit.

**Section 5.2.**
It is further agreed that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, wages, hours or working conditions.

**Section 5.3. Student Calendar.**
The District will consult with the Association, as it does with other interest groups, prior to developing or changing the student calendar.
ARTICLE VI

ASSOCIATION-MANAGEMENT RELATIONS

Section 6.1.
The Association representatives may meet with the Superintendent or designated representative at mutually agreeable times to discuss the administration of this Agreement.

Section 6.2.
The Association representatives shall represent the Association and employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations of directives for resolving the grievances or complaints. The Association may consult with the District on complaints without a grievance being made by an individual employee.

ARTICLE VII

WORKING SHIFTS

Section 7.1.
Each employee will be assigned a basic shift consisting of five (5) consecutive workdays, Monday through Friday. Each employee assigned to a shift will have a designated time of beginning and ending. Each shift of eight (8) hours and thirty (30) minutes shall include a thirty (30) minute uninterrupted lunch period, a fifteen (15) minute first half and a fifteen (15) minute second half rest period.

Section 7.1.1.
During the summer months when school is not in session, employees who are scheduled to work may, at the District’s discretion, have the option of working four ten-hour days in lieu of five eight-hour days. The four days shall be Monday through Thursday or Tuesday through Friday as designated by the District.

Section 7.1.2.
No employee shall be given a change in shift without forty-eight (48) hours prior notice, except for emergencies.

Section 7.2.
Employees required to work more than two (2) cumulative shifts regularly filled by a higher classification employee in the same pay period shall receive compensation equal to that normally received by the employee in the higher classification, based upon the experience step.

Section 7.3.
All hours worked, including paid holidays and sick leave, more than a forty (40) hour week, shall be compensated at the rate of one and one-half (1-1/2) times the employee’s base hourly rate. Employees called for overtime special services shall receive no less than two (2) hours pay per call at one and one-
half (1-1/2/) times their base rate and shall receive such for all additional hours worked. If more than four (4) hours are worked on callback, employees shall receive a minimum of eight (8) hours pay with an appropriate lunch period.

Section 7.4.
During inclement weather or emergencies that might require the schools to close down, the District shall make reasonable efforts to inform employees that they should not report for work. The efforts will be satisfied by notices given on specified radio stations, television stations, website or district automated message at least forty-five (45) minutes before employees are required to report to work. In the event employees are not contacted by this means or by telephone and they subsequently report for work, they shall receive a minimum of one (1) hour of pay at the appropriate rate.

Section 7.5.
No provision of this Agreement shall be interpreted to require the District to assign an employee to perform any job assignment that would cause the employee’s hours to exceed forty (40) hours for that work week.

Section 7.6. Optional Time.
Employees may have eight (8) hours of optional time per school year. With the permission of the employee’s supervisor, the optional time of eight (8) hours may be performed after their regular work shift or on Saturdays or to attend a workshop.

Section 7.6.1.
The Office Professional IV will have the opportunity for input with the building principals in the scheduling of assistants’/office professionals’ work.

ARTICLE VIII
HOLIDAYS AND VACATIONS

Section 8.1.
All employees shall receive the following paid holidays, which fall within their work year:

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

Section 8.1.1.
Employees who are on the active payroll on a holiday and have worked either their last scheduled shift preceding the holiday or their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for a holiday. An exception to this requirement will occur if an employee can furnish proof satisfactory to the District that because of illness he was unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, is covered by sick leave compensation.
**Section 8.1.2.**  
Employees who are required to work on the listed holidays shall be paid at time and one-half their normal rate of pay for each hour worked, plus any pay due them for the holiday.

**Section 8.1.3.**  
Should a holiday occur while an employee is on vacation, that employee will have his vacation extended by one day.

**Section 8.2.**  
Vacation days will be computed and recognized as of September 1st of each year. For a partial year, an employee will be granted a prorated share of his/her vacation time. For the following years, vacations are based upon a September 1st anniversary date. During an employee’s first partial year of employment, the employee will be granted prorated vacation days as of September 1st. For the following years, vacation time will be computed on September 1st anniversary date. The first year of employment must be at least ninety (90) workdays to be computed for vacation purposes.

Based upon the previous conditions, upon completion of the first year of service with the School District, each regular employee shall be granted five (5) days vacation. Upon completion of the second year of service with the District, each regular employee shall be granted ten (10) days vacation per year. Upon completion of the fifth year of service, each regular employee shall be granted one (1) additional day of vacation per year until a maximum of twenty-five (25) days of vacation is reached or for those hired after 9/1/89, until a maximum of 20 days is reached. Employees shall be allowed to carry over ten (10) days vacation from one year to the next. Vacation days can be taken in full or half day increments.

Employees working less than twelve (12) months shall receive vacation pay on a FTE (full-time equivalent) basis in the July paycheck. All hour worked will be counted into computation of vacation credit. The accumulation of vacation days is based on original hire date and not affected by change in job classification. Hours for in-service are not counted toward vacation credit.

**ARTICLE IX**

**LEAVES**

**Section 9.1.**  
Sick leave shall be granted to each employee at the rate of one (1) day per month worked with a minimum of ten (10) days granted per year. Such sick leave may be accumulated without limit. Any sick leave days taken will be deducted from the employee’s accumulated sick leave on an hourly basis. A doctor’s certificate may be required for five (5) or more succeeding days of sick leave.

**Section 9.1.1.**  
Earned sick leave pay will be allowed for illness, injury or emergencies as identified in Sections 9.1.2. through 9.1.4.
**Section 9.1.2.**
Emergencies are considered a legitimate use of sick leave. Emergencies will be considered matters of a serious nature requiring the presence of the employee that preplanning or rescheduling could not have avoided.

Examples of matters that may be judged to qualify as emergency leave include:

- Illness in immediate family.
- Bereavement and death of family member or close friend (not covered by Section 9.2.)
- Emergency to property (flood, fire, storm, etc.)
- Court appearance or hearing involving employee’s personal interests.

Examples of matters that would not qualify as emergencies include:

- Vacations or vacation extension.
- Recreational or social activities.
- Employee association business.
- Spouse business or professional activities.
- Pursuit of educational or business interests.
- Political activities.
- Inclement weather. (Employees expected to work these days will not be paid if they cannot get to work. Vacation pay may be utilized in this situation).

**Section 9.1.3.**
The employee’s sick leave benefits shall begin on the day that the employee is no longer able to work due to temporary disability caused by childbearing. The employee’s personal physician must verify this date in writing. An employee requesting childbearing leave should give written notice to the District at least two (2) weeks prior to commencement of said leave.

The employee’s sick leave benefits shall be paid for the period the employee’s personal physician certifies in writing that the employee is disabled due to childbearing, and the employee has accumulated sick leave.

In the event sick leave has been exhausted the employee shall be granted a leave of absence without pay during the period of actual physical disability.

An employee requesting to return to work within sixty (60) calendar days after the termination of the pregnancy must have the approval of her personal physician. The employee’s specific assignment will remain available provided the employee returns within sixty (60) calendar days after the termination of pregnancy. The exact date of the employee’s return will be determined in consultation with the employee’s immediate supervisor.

A father may be granted the use of sick leave when his wife is giving birth to their child.

**Section 9.1.4.**
Adoption leave shall be granted upon the same terms to employees who become adoptive parents at the time of birth or initial placement for children under the age of six as is available to biological parent(s) in Section 9.1.3.
Requests for adoption leave shall be submitted no later than twenty (20) workdays prior to the
beginning date of the leave. The request shall include the approximate beginning and ending
dates for the leave requested.

An employee may use up to five (5) days first using personal leave and then deducting
remaining time from sick leave, prior to the adoption for court proceedings, home study and
evaluation, required home visits and other procedures leading to completion to the adoption
process.

Adoption leave will be charged in ½ day or full day increments.

Section 9.1.5.
Employees shall, upon request, be granted sick leave during the contract year when such
absence is required to care for a member of said employee’s immediate family and household
where such member of the employee’s immediate family is unable to care for himself/herself
and there is no other family member in position to provide such care.

Section 9.1.6.
In the event that an employee is absent for reasons that are covered by Washington State
Industrial Insurance, the District shall pay the employee an amount equal to the difference
between his/her normal pay and that paid by the Industrial Insurance, from funds allowed said
employee for sick leave, and for as long as those funds exist. The employee’s accumulated
leave will be reduced by time proportionate to the amount paid by the District.

Section 9.1.7.
In order to encourage regular attendance by all employees, the following attendance incentive
program is hereby established.

Annual Conversion of Accumulated Sick Leave
Commencing in January of 1985 and on each January thereafter, any employee who at the end
of the immediately previous calendar year shall have accumulated in excess of sixty (60) days
of unused sick leave, may elect to convert unused sick leave earned the previous year in excess
of sixty (60) days to monetary compensation at the rate of twenty five (25) percent of the
employee’s current, full-time daily rate of compensation for each full day of eligible sick leave.

Any such election shall be made by written notice to the District Business Office during the
month of January. Any such annual conversion of accumulated sick leave shall be subject to
the terms and limitations of state statute and regulation.

Conversion of Sick Leave upon Retirement or Death.
Any employee who shall retire or die while employed by the District may elect (personally or
by the employees’ personal representative, as appropriate) to convert accumulated unused sick
leave days to monetary compensation at the rate of twenty-five (25) percent of the employee’s
full-time daily rate of compensation at the time of termination from employment for each full
day of eligible sick leave. Any such conversion of sick leave upon retirement or death shall be
subject to the terms and limitations of state statute and regulation.
Section 9.2.
Up to five (5) days bereavement leave per occurrence with pay will be authorized by the District in the event of the death of any member of the immediate family. The immediate family includes mother, mother-in-law, grandmother, sister, sister-in-law, daughter, daughter-in-law, aunt, niece, father, father-in-law, grandfather, brother, brother-in-law, son, son-in-law, uncle, nephew, spouse, legally registered domestic partner, step-parent, step-sibling, step-child, grandchild, foster child or any relative living in the same household.

Additional bereavement leave may be granted to employees for other members of the extended family at the discretion of the superintendent’s office.

Bereavement leave will be charged in one-half (1/2) or full day increments.

Section 9.3. Personal Leave.
Personal leave shall not be subject to review.

Employees shall be entitled to two (2) paid day(s) of personal leave for matters that require their absence during the workday. A personal leave day may be taken so long as only one YAEOP office professional is out of an elementary or middle school building at a time and only two are out at the high school level at one time.

A. Personal leave cannot be used for:
B. Extended vacation.
C. Concerted and/or individual action against the school district.

The District requests that application to the superintendent for personal leave be made at least forty-eight (48) hours prior to taking such leave whenever possible. No reason other than “personal” need be stated for use of personal leave. The superintendent may deny the use of a particular day for a good reason.

This leave is cumulative to five (5) days.

If the employee accumulates one (1) to five (5) days, he/she can request in June, to cash out any days at the substitute rate.

Personal leave will be charged in one-half (1/2), one (1) or two (2) day increments but not more than three (3) days at any one time.

Section 9.4.
A leave of absence without pay may be granted for a limited period of time not to exceed one (1) year. Leaves in this category can only be made by the Superintendent or designee, with School Board approval, and are not subject to review under the grievance policy except where noted herein. Leave shall not be granted to seek other employment.

Section 9.4.1.
The returning employee will be assigned to the same position occupied before the leave.
Section 9.4.2.
The employee shall retain accrued sick leave, vested vacation rights and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave. Provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

Section 9.4.3.
In the event a regular employee within this bargaining unit is selected to replace another regular employee from this bargaining unit on leave, the replacement employee will receive the same benefits as the employee they are replacing.

Section 9.4.4.
Any employee who has completed the probationary period shall be entitled to a leave of absence in cases of protracted illness or injury as certified by their physician. Upon application to the District, such leave shall be granted for the period of illness or injury up to one year, up to three years caused by on-the-job injury. On return to work the employee will return to the same or similar position.

Section 9.5. Jury Duty/Subpoena Leave.
Any employee, when required by a court of law to serve on a jury during the employee’s work year shall be paid his/her regular salary for the full time his/her services are required by the court as per school board policy. Provided further, that jury duty days of public service shall not be deducted from other leave days that the employee has under the terms of his/her contract so long as the employee provides legal proof of service.

In addition, the District shall grant a paid leave to staff subpoenaed as witnesses in court or other legal proceedings.

Section 9.6. Military Leave.
Employees shall be granted military leave of absence with pay to the limits set by law or as hereafter amended.

Section 9.7.
Abuse of sick leave will result in disciplinary action.

Section 9.7.1.
An employee who obtains a leave under false pretenses shall be subject to disciplinary action.

Section 9.8. Shared Sick Leave.
Shared sick leave and/or personal holidays are available to those employees who qualify by law.
ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.
The seniority of all employees hired in the District in any classified position prior to January 1, 2002, shall be grandfathered with full seniority (hereinafter “hire date”) from their original date of hire unless such seniority shall be lost as hereinafter provided.

The seniority of an employee hired effective January 1, 2002, shall have their seniority date established as the date on which the employee began continuous daily employment within this bargaining unit in the District (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided.

Section 10.1.1.
Temporary employees who become permanent shall have their seniority date adjusted to the date they began temporary employment after completion of the probation period.

Section 10.1.2.
Seniority rights shall be lost for the following reasons:

Resignation;
Discharge for sufficient cause; or
Retirement.

Section 10.1.3.
Seniority rights shall not be lost for the following reasons:

Time lost by reason of industrial accident and/or industrial illness;
Time on leave of absence granted for the purpose of serving in the Armed Forces; or
Time spent on other authorized leaves.

Section 10.2.
Each new hire shall remain in a probationary status for a period of not more than sixty (60) workdays. During this probationary period the District may discharge such employee without cause.

Section 10.3.
Upon completion of the probation period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

Section 10.4.
The employee within the bargaining unit with the earliest hire date shall have preferential rights regarding promotions, assignments to new or open office professional jobs and positions and layoffs when ability and performance are substantially equal with junior employees.

If the District determines that seniority rights should not govern because a junior employee possesses ability and performance far greater than a senior employee or employees, the District shall set forth in writing to the senior employee or employees and the organization why the senior employee or employees have been bypassed.
Section 10.5.
Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address. Employees shall be given a minimum of ten (10) workdays notice in writing prior to any reduction in force.

An employee shall forfeit rights to re-employment as provided in this Section if the employee does not comply with the requirements set herewith, or if the employee does not respond to the offer to re-employment within fifteen (15) workdays.

An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided that such employee is offered a position equal to or better than he/she held prior to layoff.

Section 10.6.
Any promotion or voluntary change shall be considered temporary for a period of thirty (30) workdays. Within that period if the employee or employer finds the transfer unsatisfactory, the employee will revert to his/her former position without prejudice.

Employees subject to placement pursuant to this section shall be not allowed to bid on new or open job positions until the thirtieth (30th) workday has been completed.

Section 10.7.
The District shall publicize within the bargaining unit for five (5) workdays, the availability of open positions within ten (10) working days after the District is apprised of the opening. A copy of the job posting shall be forwarded to the President of the Association and posted in every school building and work location.

Section 10.8.
Any bargaining unit employee who applies for a bargaining unit position with the School District shall be granted an interview, or the most senior applicant is awarded the position.

Section 10.8.1.
For the purpose of developing fair criteria for hiring or promotion, representatives of the Association may have input into tests used to evaluate candidates for bargaining unit positions. They may also review and have input on test items after the tests are completed even though that input may have no bearing on specific decisions. This practice will recognize that members of the bargaining unit have some expertise and legitimate concern for the appropriateness of testing criteria. No test shall be required for employees applying for transfers, i.e., movement within the same position title, provided the following criteria is met:

- Movement is within either primary or secondary levels, and
- Movement is not later than three (3) years since the applicant has completed a district basic skills test.

Section 10.9.
When a person previously employed by the District is re-employed within a two (2) year period after separation, he or she shall be placed on the same salary step formerly held and have all other benefits reinstated. Any person who is re-employed by the District after the two (2) year limit will be hired as a new employee.
ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.
The District shall have the right to discipline, suspend or discharge an employee for sufficient cause.

Section 11.2.
Employees shall be notified of the intent of re-employment in writing prior to the end of each school year.

Section 11.3.
An employee shall be advised of the right to be represented by Association representation prior to any disciplinary situation/action that may adversely affect his/her employment status.

Progressive discipline steps shall include verbal warning, written reprimand, suspension with/without pay, and termination as a final and last resort. Documents identified as written reprimand, suspension or termination shall be placed in the employee’s personnel file. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when serious and compelling circumstances warrant, depending on the nature of the issue. The Association shall be promptly notified by the District of any disciplinary actions taken against any employees.

It should be noted that a letter of direction is not a form of discipline unless clearly stated. A letter of direction can be given to an employee to improve work performance or to clearly communicate functions of the job. A letter of direction may follow a verbal conversation outlining the issues discussed in the meeting.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1.
All employees working 1,440 or more hours shall be entitled to receive their share of the state allotment per month in District insurance contribution. Such contribution shall be first applied to dental insurance. Any remaining amount can be applied to any other District approved insurance program. This amount represents the District paying one hundred percent (100%) of the retiree carve out for the duration of the contract. The District agrees to pass on all allowances provided by the Legislature toward employee benefits, as they become known and available.

Section 12.1.1.
All employees shall be entitled to receive their FTE proportion of 1,440 hours except for those working less than 4 hours/day.
Section 12.1.2.
The amount of State equivalent revenue generated by the bargaining unit state allotment (per 1,440 FTE) shall comprise the premium pool. Upon closing of the insurance plan enrollment periods, the District shall compare bargaining unit insurance premium usage to the size of the premium pool. Such comparison information shall be provided to the Association. If the pool exceeds usage, the excess shall be divided by the employees whose insurance enrollment cause payroll deductions with said divisions to be on an equal dollar per individual basis until enrollments are fully paid or the excess pool is depleted. New employees hired after October 1, shall be ineligible for pooling and shall be entitled to their FTE portion of the state allotment per 1,440 hours. During the period that an employee is on L&I time loss due to an on-the-job injury and unable to return to work, the District will continue to pay employees pre-injury FTE amount for medical insurance to a maximum of six (6) months beyond the cessation of sick leave. The District agrees to pass on all allowances provided by the Legislature toward employee benefits, as they become known and available.

Section 12.1.3.
All employees hired after August 15, 1980, who work less than four (4) hours per day, shall be ineligible for District dental insurance. The parties recognize that insurance carriers may set other eligibility requirements.

Section 12.2.
The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.3.
The District shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.

Section 12.4.
All employees subject to this Agreement shall be entitled to participate in a tax sheltered annuity plan approved by the School District. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee’s salary.

Section 12.5.
In determining whether employees subject to this Agreement are eligible for participation in the Washington State Public Employees’ Retirement System, the District shall report all hours worked, whether straight time, overtime or otherwise.

ARTICLE XIII
VOCATIONAL TRAINING

Section 13.1.
Employees attending District approved training courses, workshops, in-service and staff development programs on non-workdays or before/after regular work hours will be compensated their hourly rate of pay. Overtime will apply if the employee works forty (40) hour work week in accordance with Fair Labor Standards Act (FLSA). The employee will also be reimbursed for reasonable and customary
travel expenses outside the District, if any. Permission must be provided by the building administrator and superintendent prior to any overtime worked.

Section 13.1.1. Employees in the bargaining unit will be compensated their hourly rate of pay for such activities as building open houses, evening conferences, athletic events, dances and other extra-curricular activities beyond the employee’s regular work schedule in accordance with FLSA. Overtime will apply to all hours beyond forty (40) hours. Prior approval is required for all overtime.

Section 13.1.2. Employees in the bargaining unit who participate or perform committee work before and after work hours will be compensated their hourly rate of pay in accordance with FLSA. Overtime will apply to all hours beyond forty (40) hours. Prior approval is required for all overtime.

Section 13.2. (A.) NAEOP/PSP. Employees shall be compensated five-hundred twenty-five ($525.00) dollars annually for the first National Association of Educational Office Professionals’ (PSP) Professional Standards Program Certificate earned hundred ($100.00) dollars annually for each additional PSP Certificate earned. Certificates, or notification from the National Association of Educational Office Professionals, must be submitted to the personnel office by October 1, in order to receive compensation for that year. Compensation will be paid in a lump sum payment in the October pay period. A copy of the earned certificate will be required to be kept on file in the employee’s District personnel file.

(B.) Upon verification by transcript, all employees covered by this collective bargaining agreement shall receive only one of the following for salary premiums.

- Associate of Arts Degree – fifty-five cents ($0.55) per hour above the salary schedule;
- Bachelor’s or Master’s Degree – eighty cents ($0.80) per hour above the salary schedule.

Section 13.3. Employees successfully completing recognized apprenticeship programs shall receive additional 55 cents per hour in salary. Employees shall receive the salary premiums effective the first of the month following verification and receipt in the Human Resources department, so long as the first of the month falls during the student year. It is the sole responsibility of the employee to submit documentation for verification of salary premiums to the Human Resources department. If the certificate is received and verified after May 31, the pay will become effective the first working day of the following student year.

Section 13.4. Each office professional’s WAEOP and NAEOP dues will be paid by the District and/or building budget.

Section 13.5. Priority will be given to provide training during working hours prior to the start of each school year.
ARTICLE XIV

MAINTENANCE OF MEMBERSHIP

Section 14.1.
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 his/her membership in the Association in good standing during the period of this Agreement.

Section 14.2.
All employees in classifications 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) work days of the effective date of this Agreement or within thirty (30) work days of the hire date, whichever is applicable. Such employee shall then maintain his/her membership in the Association in accordance with the previous section.

Section 14.3.
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 him/her 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 shall pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount no greater than the regular monthly dues in accordance with the provisions set forth in RCW 41.59.100. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 14.4.
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 non religious 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 Employee Relations Commission pursuant to Chapter 41.56 RCW.

Section 14.5.
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 14.6 Political Action Committee (COPE).
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. Sections 14.6.1, and 14.6.2 of the Collective Bargaining Agreement shall apply to these deductions.
Section 14.6.1 Hold Harmless.
The Union will indemnify, defend, and hold the District harmless against any claims made, and any suit instituted against the District on account of any checkoff of Union dues or deductions for the Political Action Committee (COPE) (Article XIV) or requirement that employees pay membership or representation fees to the Union or a charitable organization as a condition of employment (Article XIV).

Section 14.6.2 Checkoff.
The District shall deduct PSE dues, assessments, and service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transfer all such funds deducted to Public School Employees of Washington (PSE) on a monthly basis.

Section 14.6.3 Local Chapter Dues.
The District shall deduct PSE local chapter dues from the pay of any YAEOP employee and transfer the dues directly to the local chapter president/treasurer on a monthly basis.

ARTICLE XV
GRIEVANCE PROCEDURE

Section 15.1.
Grievances arising between the District and its employees (individual or group) within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 15.2. Step 1:
The employee shall first discuss the grievance with his/her immediate supervisor, stipulating to the supervisor that this discussion will be Step 1 of the Grievance Procedure. If the employee wishes, (s)he may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance, shall be invalid and subject to no further processing.

Section 15.3. Step 2:
If the grievance is not resolved to the employee’s satisfaction in accordance with the preceding subsection, the employee shall within ten (10) working days, 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;
c. The remedy sought.

The employee shall submit the written statement of grievance to his/her immediate supervisor for reconsideration and shall submit a copy to the official in the administration responsible for personnel. Administration will have ten (10) working days from receipt of the written statement to resolve or respond.
**Section 15.4. Step 3:**
If no settlement has been reached within the ten (10) working 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 Superintendent or his designee. The Superintendent or his designee shall conduct a hearing, at which the grievant shall be entitled to representation by the Association. In any case, the Superintendent or his designee shall respond in writing within ten (10) working days, unless an extension is mutually agreed to in writing.

**Section 15.5. Step 4:**
If the decision of the Superintendent or his designee is unacceptable to the grievant and the Association believes the grievance to be valid, a written statement of grievance shall be submitted within five (5) working days of receipt of the decision to the Board of Directors. The grievance shall be considered by the Board of Directors at a mutually agreed upon Board meeting date/time. Following the Board hearing, the Board will render a written decision within five (5) working days to the PSE Field Representative and the grievant(s).

The employee, their PSE representative(s), and/or their witness reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by an Association representative or designee.

**Section 15.6. Step 5:**
If the decision of the Board of Directors is not acceptable to the Association, it may request that the grievance be submitted to an arbiter for a prompt hearing as hereinafter provided:

Written notice of a request for arbitration shall be made to the Superintendent within twenty (20) working days of receipt of the decision under Section 15.5. Step 4.

The issue must involve the interpretation or meaning of the express provisions of this Agreement.

When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) working days after submission of the written request for arbitration, the provisions of paragraph five (5) below shall apply to the selection of an arbiter.

In the event an arbiter is not agreed upon as provided in paragraph four (4) above, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the seven (7) arbiters is received, the parties in turn have the right to strike a name from the panel until only one (1) name remains. The right to strike the first name from the panel shall be determined by lot.

Arbitration proceedings shall be in accordance with the following:

The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days (unless mutually extended) of the completion of the closure of the record.
The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties.

Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

The Association or the District shall each pay fifty percent (50%) compensation of the arbiter, including necessary expenses, and the other party shall pay fifty percent (50%) of the arbiter’s fees and expenses.

**ARTICLE XVI**

**NEW EMPLOYEES**

**Section 16.1.**
New employees within the jurisdiction of this Agreement will be employed at the appropriate step of the salary schedule in this Agreement. New employees with similar job experience shall be hired at the salary step equivalent to one-half (1/2) of the number of years computable as job experience to a maximum of three (3) years, unless other applications are mandated by law. Former Yelm employees will retain the same rights as employees hired from other school districts.

**Section 16.2.**
Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement, provided, the employee has been actively employed continuously for at least ninety (90) work days of the previous employment year in his/her current position.

**ARTICLE XVII**

**SALARIES AND EMPLOYEE COMPENSATION**

**Section 17.1.**
Salaries and wages of employees are contained in Schedule A. The District shall pass on all legislatively approved salary and State funded benefit increases each year for the length of the contract.

**Section 17.1.1.**
Schedule A shall be effective for the entire term (September 1, 2014 – August 31, 20147) of this Agreement in accordance with Article XVIII, Sections 18.2.1. and 18.2.2.

**Section 17.1.2.**
Retroactive pay, where applicable, may be delayed until it can be processed by the payroll department, but no later than forty-five (45) workdays after ratification of this Agreement.

**Section 17.2.**
The District shall reimburse employees for the use of their personal transportation at the prevailing IRS mileage reimbursement rate when required or requested by the District.
**Section 17.3.**
Employees required to remain overnight on District business shall be reimbursed for meals and lodging after presenting appropriate receipts in accordance with District policy.

**Section 17.4.**
Salary payments will be made in twelve (12) monthly installments to selected employee checking or savings accounts in area banks. Pay will be received on the last weekday (exclusive of a holiday) of every month.

**Section 17.5.**
All promotions must cause a raise in pay.

**Section 17.6.**
The District shall provide any specialized equipment and clothing required for the performance of duties.

**Section 17.7.**
The District shall cover the deductible for damage to employee vehicles incurred while an employee is performing District duties, up to five hundred dollars ($500.00), so long as the damage is determined not to be the fault of the employee.

**ARTICLE XVIII**

**TERM AND SEPARABILITY OF PROVISIONS**

**Section 18.1.**
The term of this Agreement shall be September 1, 2014, through August 31, 2017. The work year for office professionals will begin on September 1 yearly and will end August 31 and will coincide with the fiscal year. Summer workdays will be worked after school in June and before school in August at their regular rate of pay including all benefits.

**Section 18.2.**
All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

**Section 18.2.1.**
Schedule A will be applicable and updated each year for the duration of the contract as defined in Section 17.1.1. The District shall pass along all salary and State funded benefit increases for the length of the bargaining Agreement.

The district and the Union agree to the following: Year one (1) 2014-15, two percent (2%); Year two (2) 2015-16, one percent (1%) and Year three (3), 2016-17, one percent (1%). Steps, Stipends and Certifications will be paid as per the collective bargaining agreement for each year.
Peer district adjustments: Effective September 1, 2015, in addition to the compensation above, the wage scale for the OP I is increased one-half percent (0.5%) and the wage scale for the OP II, III and IV are increased one and one-half percent (1.5%). Effective September 1, 2016, the wage scale for the OP I is increased one-half percent (0.5%) and the wage scale for the OP II, III, and IV are increased one and one-half percent (1.5%).

Section 18.2.2.
The District agrees to pass on all increases in salary, benefits and privileges provided by the legislature automatically, as it happens.

Section 18.3.
This Agreement may be reopened and modified at any time during its term upon consent of the parties in writing.

Section 18.4.
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 18.5.
Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State of Federal statutes or regulations promulgated pursuant thereto.

Section 18.6.
Parties agree that each has had the opportunity and unlimited right to make proposals with respect to any matter deemed a proper subject for bargaining. The results of their negotiations are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each, voluntarily and without qualification, agrees to waive the right to obligate the other to bargaining with respect to any matter or subject not specifically referred to or covered by this Agreement.

ARTICLE XIX

NO STRIKE/NO LOCKOUT AGREEMENT

Section 19.1.
The District and Association recognize that the cessation or interruption of services by classified employees is in violation of this Agreement. This Association hereby agrees that it or unit members collectively or individually will not initiate, cause, permit or participate or join in any strike or work stoppage. Strike and work stoppage shall be deemed to include slowdowns, stoppages of any kind, sit-in, sick-ins, refusals to perform work, or any type of interference whatsoever with the operation of school facilities.

In the event of any action or violation of this Agreement, the Association will immediately attempt to secure a return to work of those in violation. The District shall have the right to discipline including discharge any Association member for taking part in any violation of this section. The employer agrees there will be no lockouts.
ARTICLE XX

SAFETY

Section 20.1.
It is agreed that safe working conditions are desirable and necessary. The District shall be vigilant in noticing, and correcting unsafe working conditions.

Employees shall be vigilant in noticing, reporting to the appropriate personnel, and correcting if possible any unsafe working conditions.

The District is responsible for providing safe working conditions and equipment for all employees and will adhere to all federal and state statutes, rules, and regulations as now and hereafter amended.

Section 20.2. Safe Working Conditions.
1. Office Professionals will be notified by the building administrator within forty-eight (48) hours if a student who has been expelled for weapons, dangerous devices, or a serious assault is readmitted or transferred into their building.

2. Employees will not be requested nor required to perform any duty requiring a teaching certificate.

3. The District shall hold employees harmless when reporting alleged child abuse to District Administrators.

4. The Employer shall support and assist employees with respect to the supervision and control of students, public, and/or other staff while employed by the Yelm Community School District on Yelm Community School District property.

5. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The District is committed to providing appropriate health-room coverage.

6. To the extent possible by building design and available District resources, employees shall be provided a work area with adequate space, heating, ventilation, and lighting in which to work.
SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF YELM AEOP

BY: /signed by/
    Peggi Reese, Chapter President

DATE: June 27, 2014

PUBLIC SCHOOL EMPLOYEES
OF YELM AEOP

BY: /signed by/
    Marc Brouillet, Human Resources Director

DATE: June 27, 2014

YELM COMMUNITY SCHOOLS #2

BY: /signed by/
    Debbie Edwards, President,
    Board of Directors

DATE: June 24, 2014

2014 – 2017 Collective Bargaining Agreement
PSE of Yelm AEOP/Yelm Community Schools #2
Page 25 of 27
September 1, 2014
## SCHEDULE A  2014-2015
### Yelm Association of Educational Office Professionals

### Office Professional I

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- District Receptionist
- Building Receptionist
- HS Attendance
- HS Counseling (moved to OP II effective September 1, 2016)

### Office Professional II

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- Elementary
- Bus Garage
- Extension School
- Facilities
- Food Service
- Transportation
- CTE
- Teaching and Learning (moved to OP III effective September 1, 2016)
- HS Assistant Principal
- MS ASB and Athletic Office
- MS Registrar/Attendance

### Office Professional III

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- High School ASB
- High School Registrar
- Special Services

### Office Professional IV

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- Principal Office Professional
  (Elementary and Secondary)

Those individuals currently receiving a higher rate of pay will be grandfathered at their current rate until the salary schedule catches up.
INFORMATION PAGE

Classified Staff Weather/Emergency Conditions Guidelines for Delayed Starts or Closures

- Weather/Emergency conditions can result in the delayed opening of schools/work sites. Employees should assume they will complete their regular work schedule each day. When weather conditions create hazards and delay employee’s arrival to work, their work schedule may need to be adjusted. Adjustments to work schedule will be coordinated with the supervisor and the impacted employee.

  o If a classified employee cannot arrive for their regular work schedule due to weather/emergency conditions, the employee is to decide what adjustments he/she needs to make to travel safely and report to work.
  o Extreme weather conditions may require an employee to arrive late to work or leave early from work. The District will make every effort to adjust the employee’s work schedule that day to provide each employee the opportunity to work a full shift if his/her department or school is open. This may not be possible in all circumstances.
  o If for some reason the adjustment of the employee’s work day to start later and end later than is not viable for the employee or the District, then the employee may access emergency leave, unpaid leave or if possible, make up the missed work hours. If the employee’s choice is to make up the hours missed, the employee is to coordinate approval of making up the missed work hours with his/her supervisor.

- When weather conditions result in school closure after the school day has begun or the cancelation of routes/programs or the emergency early release for students, the employees will work their regular schedule unless the Superintendent closes their school and/or department due to unsafe conditions. (The employee may access emergency leave or unpaid leave for the missed work hours.)

- When schools or departments are closed before the work day begins, less than 260-day employees will not work on that day, unless previous arrangement have been made by their supervisor. The day will be made up later in the year per the calendar.

- There may be exceptions to an individual’s situation, so the employee should contact his/her supervisor or Human Resources, if their supervisor is not available, to receive guidance on his/her situation.

NOTES:

1. Job descriptions were mutually updated and will be distributed to all staff in the fall of 2011.
2. Middle School ASB hours increased from 7.5 to 8 hour per day positions.