COLLECTIVE BARGAINING AGREEMENT BETWEEN

KETTLE FALLS SCHOOL DISTRICT #212

AND

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
KETTLE FALLS CHAPTER

SEPTEMBER 1, 2019 – AUGUST 31, 2022
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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 hereto.

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 hereto.

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 Kettle Falls School District Number 212 (hereinafter “District”) and Public School Employees of Kettle Falls, an affiliate of Public School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

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

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.
The District will maintain complete job descriptions for all positions subject to this Agreement. The District will provide the Association with new job descriptions and amendments, changes, and/or additions to existing job descriptions as they may from time to time occur. The creation of a new position shall require opening of this Agreement for negotiations of an appropriate wage rate. Employees may petition the District for a position re-classification.

Section 1.4.
The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Nutrition Service, Paraeducator, Specialist, Early Childhood Program, Custodial/Maintenance, Crossing Guard, Secretarial, and Transportation.

Exempt positions include the Transportation Supervisor, the Nutrition Service Supervisor, ELC Director, District Administrative Assistants, the Business Officer and Business Manager.

Section 1.5. Substitute Employees.
A substitute employee is one who fills in for another employee.

1. Substitute employees who work less than thirty (30) workdays in an academic year are not covered by this Agreement.

2. Substitute employees doing bargaining unit work who work thirty (30) days in an academic year and continue to be available for work, will be included in the bargaining unit limited to the following benefits of the contract; retirement as required by PERS; SERS; FICA and L&I: seniority will not accrue; pay will be at the substitute rate.

3. Employees hired to fill positions on Board approved leaves of absences will be hired for the duration of such leave, during which time they shall be subject to all provisions of this Agreement.

Section 1.5.1. Temporary Position.
Temporary positions are new positions created by the District to fill a short-term need. Temporary positions will have a specific beginning and ending date. Should the temporary position exceed sixty (60) workdays, the position will be posted pursuant to Article X, Section 10.9. Employees filling temporary positions that exceed thirty (30) workdays will be subject to the following benefits of the contract; retirement as required by PERS; SERS; FICA and L&I; seniority will not accrue; pay will be at the substitute rate.

No other provisions of the Collective Bargaining Agreement shall apply to temporary position/employees.
Section 1.6. Seasonal Grounds/Maintenance and ELC Child Care Positions.
Seasonal Grounds/Maintenance position(s) may be hired for spring, summer and a portion of fall for mowing and special projects as needed and as district budget allows. The position(s) will be offered internally prior to advertising to the general public.

Employees filling seasonal grounds/maintenance positions will be limited to the following benefits of the contract: schedule A, retirement as required by PERS; SERS; FICA and L&I; seniority will not accrue; pay will be at the Assistant Custodian/Seasonal Grounds rate.

Early Learning Center (ELC) Child Care positions for the summer will be offered internally prior to advertising to the general public. These positions be limited to the following benefits of the contract: schedule A, retirement as required by PERS; SERS; FICA and L&I; seniority will not accrue.

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 and subject to 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; 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 for other legitimate reasons. The District shall retain the right to maintain 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.

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.

ARTICLE III

RIGHTS OF 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 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 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 bring matters of personal concern to the attention of appropriate
Association representatives and/or appropriate officials of the District.

**Section 3.3.**

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

**Section 3.4.**

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

**Section 3.5.**

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

**Section 3.6.**

There shall be only one (1) official personnel file for each employee. Said files shall be kept in the
District administration office. Each employee shall have the right, upon request, after making an
appointment for that purpose with the personnel administrator, to review the contents of his/her official
personnel file. The review shall be made in the presence of the administrator responsible for
safekeeping of these files. During the review employees shall be allowed to copy any material therein
and shall be permitted to make a written inventory of material there, and on request, have such
inventory signed and dated by a representative of the administration. All material placed in the file
must be signed by the person submitting the material.

Supervisors, for the purpose of evaluation, may keep a working file at the job site for the duration of
the evaluation period. Information regarding the evaluation may be transferred to the employee’s
personnel file at the end of the evaluation period. All other information will be destroyed.

Employee evaluations must be completed near the end of the employee’s work year. The employee
may request a mid-year evaluation. Unsatisfactory job performance must be brought to the employee’s
attention as soon as possible after it is observed and remedial measures put in place.

**Section 3.6.1.**

Each employee shall be provided a copy of all material placed in his or her personnel file
within five (5) days of its insertion. An employee may attach comments to any material that is a
part of the personnel file.
Section 3.7.
The District will comply with the provisions of Washington State Law regarding students with diabetes, catheterization of students and any other medical services covered under the parameters of the law. Unlicensed employees asked to administer medications or perform nursing services not previously recognized in law will be provided the training and right of refusal as described in the respective code and will not be subject to discipline.

Section 3.8.
The District shall provide training for each bargaining unit member whose job description requires him/her to be responsible for storage of student’s medication and/or to administer injections/medications to students and/or to provide physical/occupational therapy and/or other quasi-medical procedures to students. Said training shall be carried out by a licensed professional.

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

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

Section 4.3.
The Association, as part of the general orientation of each new employee within the unit subject to this Agreement, shall describe the employee’s rights under the Public Employees Collective Bargaining Act of 1967 and subsequent amendments thereto, and shall provide such employee with a copy of this Agreement. The District will provide the Association President the name and work location of each new employee within ten (10) days of hire.

Section 4.4.
The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington/SEIU Local 1948 State Organization.
Section 4.5.
On or before the first day of October of each year during the term of this Agreement, the District shall provide the Public School Employees of Washington/SEIU Local 1948 with information regarding each employee in the bargaining unit on a form to be provided by the Association.

Section 4.6.
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 conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.

Section 4.7.
The District shall provide a bulletin board space in each school for the use of the Association. All bulletins posted by the Association should be related to Association business and are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters (state or federal), or literature on District property, other than herein provided. The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

The Association shall have the right to use District mail service and staff mailboxes for communication.

The Association shall have the right to use District facilities and equipment when such equipment or facilities are not otherwise in use. District facilities may be used for meetings and to transact official business, except if the business relates to issues defined as work stoppage.

The Association shall have the right to hold meetings after work hours using district facilities for bona fide union businesses not related to work stoppage. Reservation for meetings shall follow board policy and procedure.

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.

Section 5.2.
It is further agreed and understood 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, policies, practices and procedures.
**Section 5.3.**
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 covered by this Agreement.

**Section 5.4.**
The Association will, from time to time, as appropriate, be advised of current and predicted workload information.

**Section 5.5. Labor-Management Meetings.**

A. Two (2) times each school year the District and the PSE Chapter Executive Board will meet to discuss problems relating to the job. Either party may call for additional meetings, providing they can substantiate the need. Items for negotiation, or grievances currently being heard, may not be discussed at these meetings.

B. Agenda items must be submitted at least one day in advance of the meeting. Items related to building level situations shall be discussed with the principal prior to them being included in meetings herein described.

C. Meetings will be held at times that are mutually agreeable.

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**ARTICLE VI**

**ASSOCIATION REPRESENTATION**

**Section 6.1.**
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 on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Association’s right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

**Section 6.1.1.**
Time during working hours will be allowed Association representatives for attendance at meetings with the District. Time will also be allowed for representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.
Section 6.1.2.
Release time for Kettle Falls PSE members requested by the Public School Employees of Washington/SEIU Local 1948 State organization may be granted to the employee. All costs associated with the employee’s absence will be reimbursed by PSE of Washington. Request for release time will be handled through the Superintendent and direct supervisor. Availability of substitutes is a condition for release.

A R T I C L E  V I I

HOURS OF WORK AND OVERTIME

Section 7.1.
The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 7.2.
Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of one (1) calendar week.

Section 7.3.
Each employee shall be assigned to a definite shift with designated times of beginning and ending.

Section 7.3.1.
A classified position may be extended up to sixty (60) minutes in one year. Any extension beyond sixty (60) minutes will require that the extended portion of the position be posted as a new position. The principal will notify the District Office of the need, and the District Office will notify the PSE chapter president of any extensions up to sixty (60) minutes. This provision does not apply to bus driving positions.

Section 7.4. School Closure.
In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the District will make every effort to notify each employee of such closure through the school messaging system. It is the employee’s responsibility to retrieve phone messages, listen to news reports, visit District website, and make every effort to get information on school closures. Employees who make every effort but are unable to get information and report to work shall receive a minimum of two (2) hours pay at his/her regular rate and shall be expected to work. In the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work.

In the event the district closes one or more of the schools for one or more days of the contracted year, provided students are not required to make up the days, the affected employee will have the option to take emergency (sick) leave, annual/personal leave, and vacation leave or they will have the option to take leave without pay for that time. In the event that students are required to make up the days, the employee would be required to make up the days as part of their regular contract.
Section 7.5. Transportation Shifts.

The transportation supervisor will establish initial route times based on the previous school year, then will evaluate and confirm the time which may be adjusted up or down during the first two weeks of school.

Route time established by the transportation supervisor will be communicated to the drivers. In order to time routes, drivers will keep actual departure and arrival times for their a.m. route. For payroll purposes, and bidding routes (see Section 15.16 Bidding Routes), the route times will be established by taking the average of the three (3) a.m. route times, multiplying the time by two (2), and adding the daily thirty (30) minute for pre/post checks. If the route time plus the pre/post times are less than three (3) hours per day, the driver will be compensated three (3) hours per day with no additional time added. If during the September timing a driver’s actual daily drive time is greater than the above-mentioned formula (departure and arrival times established by the transportation supervisor), the driver will be compensated for their actual drive time.

By October 30 of each school year drivers will be given notice of the “daily route time” of his/her assignment. Once the daily route time is established, if the route time increases by sixty-one (61) minutes or more from the previous May, that route will be posted and bid. Preschool/Special Education routes will be an exception to this posting requirement.

Section 7.5.1. Mid-Day Runs.
Mid-day runs will be offered and assigned based on district seniority. Minimum call out time for a mid-day run is one (1) hour.

Section 7.5.2. Summer School Transportation.
If summer school transportation is provided, it shall be offered and assigned by seniority. Summer School drivers must commit to drive at least ninety percent (90%) of the days available.

Section 7.5.3. Pre/Post Time.
All bus driver personnel shall receive in addition to actual hours of driving time, one-half (½) hour per day for the purpose of cleaning, checking safety devices, defrosting windshields, and warming buses before making their regular drive. Bus drivers shall be compensated for a minimum of three (3) hours per day. If the route time plus the pre/post times are less than three (3) hours per day, the driver will be compensated three (3) hours per day with no additional time added.

Section 7.5.4. Monthly Bus Washing and Fueling.
Each bus driver will be compensated up to four (4) hours of regular pay per month, nine (9) months per year, for bus maintenance including fueling and washing their bus. This time is to be paid when work is completed, written on the monthly time sheet and verified by the Transportation Supervisor. If more than four (4) hours per month is needed to fuel or wash, advanced approval is required by the Transportation Supervisor.

Section 7.5.5. Drive Time.
In the event a driver’s hours are reduced during the school year, the driver shall continue to receive wages and benefits that are not less than those stated in the driver’s “Notification of Employment”, provided the driver on said route is willing to perform other duties, for the
amount of reduced time. These duties, within the scope of ability of the employee, will be
assigned by the Director of Transportation. This continuation shall be for the duration of the
current employment year only.

Drivers shall receive pay for all hours worked which exceed their normal daily route times. If
there are thirty (30) minutes or less between assignments, the base hourly rate shall continue
uninterrupted until the next assignment starts.

Section 7.5.6. Transportation Staff Meetings.
Mandatory transportation staff meetings will be held throughout the year. Drivers will utilize
any flex time earned from the year’s paid non-student days, before receiving additional
compensation for these meetings. After all flex time has been used, drivers will receive
additional pay for the actual time spent in the meeting.

Section 7.6. Extra Trips.
“Extra trips” means trips other than regular home to school and school to home daily scheduled runs.
Drivers for these trips shall be paid the “trip rate” per Schedule A, port-to-port, for hours spent on extra
trips.

Section 7.6.1.
Drivers, using a rotating roster established by seniority shall select the extra trip they wish to
take from the available trips. Drivers taking a trip or declining a trip shall rotate to the bottom
of the list. The drivers wishing to be placed on each roster will notify the transportation
supervisor on or before the first in-service meeting day of the school year.

There will be three (3) rosters:
1.) Extra Trips
2.) Overnight Trips
3.) Midday Substitutes

Extra Trips/Overnight Trips.
On Monday of each week, the Transportation Supervisor will post the available extra trips
scheduled beginning Tuesday of the following week through the next Monday. All trips not
posted by 8:00 AM Monday will be late posted trips. After the AM routes, drivers will meet to
select the extra trip they wish to drive. Selected trips shall not cause a driver to go over 40
hours a week. Drivers taking a trip or declining a trip shall rotate to the bottom of the list. The
rotation will continue until all the trips have been taken, or until it is clear that trips have not
been selected and are still available.

If trips go unassigned, the Transportation Supervisor may assign the remaining trips to regular
drivers in reverse order of seniority on a rotation basis as long as the assignment does not cause
the driver to go into overtime. Late posted trips will be selected by rotation according to
seniority. If the trip causes overtime to be paid the trip will be offered to drivers in seniority
order. Substitute drivers may be allowed to take an unassigned trip at the discretion of the
district.

Drivers not present for the trip bid sessions after each Monday AM route (including post-trip
time) will be considered to have “passed” and will rotate to the bottom of the trip list. Bidding
time is not compensated time. Overnight Trip board drivers will have twenty-four (24) hours from the time the trip is posted to sign up for a trip or it will be considered a pass.

If a trip comes in for assignment after the Monday meeting, but is scheduled to go out prior to the Monday assignment day, the Transportation Supervisor may assign the trip(s) in rotation order. If the assignment is an emergency the Transportation Supervisor may assign the trip to any available driver, who will then forfeit his/her next rotation turn.

**Midday Substitutes:**
Drivers interested in substituting for the midday routes will sign up at the start of the school year. Midday subs will be put on a rotating roster established by seniority and managed by the Transportation Supervisor. Drivers substituting on the routes or declining a route will rotate to the bottom of the list. If routes go unassigned or open at the last minute, the Transportation Supervisor may assign the route to the first available driver.

**Section 7.6.2. Cancelled Trips.**
Should a trip be canceled or postponed, the assigned driver will be given the opportunity to have the choice of the next available trip. The total hours of the make-up trip will be within sixty (60) minutes of the previously scheduled trip although the driver may choose to accept a shorter trip. If the canceled or postponed trip is rescheduled for the same week, the original driver will take the trip. Any trip that is canceled on a non-student day and the driver is not notified prior to arriving at the bus garage; the driver will be paid a minimum two (2) hour call-out at the current trip wage.

If an extra or special trip should be canceled without notice to the driver, they will receive the next posted trip. If the driver loses all or a portion of his/her daily assigned time the driver will be paid for their regular route time. If the driver is notified in advance, then he/she will drive their normal route, and their name will be returned to the top of the trip rotation list.

If a trip driver arrives at the bus barn and finds the trip has been cancelled, the driver will receive a minimum of two (2) hours pay per call at their trip rate of pay, providing the driver did not lose route time and the driver will receive a make-up trip. If the missed trip involves loss of regular route time, see paragraph above.

**Section 7.6.3.**
New drivers shall not be eligible for assignment to extra trips unless they have met the sixty (60) workdays probationary period. Once the probationary period is met the driver will be activated on the rosters in the correct seniority position and will pass the first trip on all boards.

The Transportation Supervisor has the discretion to withhold a new driver’s placement on the rosters until he is confident of the driver’s qualifications. The Transportation Supervisor will notify the driver before placing him/her on an extended qualification period.

**Section 7.6.4.**
Drivers shall use their regularly assigned bus on extra trips whenever practical. Assignment of buses for extra trips shall be made by the transportation coordinator.
Section 7.6.5.
On overnight trips, paid time will end when the driver is released from duty by the trip supervisor. Sleep time will not be paid time. Drivers will be paid a minimum of eight (8) hours for each day away from the District, provided that on the day the trip leaves, hours driven by the driver on regular routes etc. will be counted in the eight (8) hours and the day the trip returns to the District will be paid on actual time.

If the trip supervisor uses the driver as a chaperone, the driver will be paid all hours at the “trip rate” on Schedule A, except as otherwise provided in Article VII.

When the District assigns a “backup” driver to go on an extra trip, the “backup” driver shall be paid at the trip rate, except as otherwise provided in Article VII.

Section 7.7. Charter Buses.
Use of a charter bus may be requested by the district only under the following circumstances for extracurricular activities:

A) The activity is not a regularly scheduled annual event (e.g., playoffs, special events, etc.); and
B) If the difference between the cost of the chosen transportation and what the district would pay will be paid for by other than the district or school affiliated groups (e.g., booster clubs).

Section 7.8. Transportation Co-op.
Inchelium School District and Kettle Falls School District have a transportation co-op agreement.

Drivers (subs or regular drivers) who agree to drive in Inchelium will be required to drive a District vehicle. If no District vehicle is available, the driver’s personal vehicle may be used. In either case, the driver will be paid for travel time to and from their job location at the current minimum wage rate, then will receive their normal rate of pay or trip rate of pay for the actual student transportation.

Section 7.9. Overtime.
Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences.

Section 7.9.1.
All hours compensated in excess of forty (40) hours in one (1) workweek shall be compensated at the rate of one and one-half (1 ½) times the employee’s regular hourly rate.

Due to extra-curricular trips or other assignments in the district, it is understood that a workweek may occasionally go over forty (40) hours, thus creating an overtime situation. It is mutually agreed between PSE and the District that the employee shall inform his/her supervisor if he/she feels that an additional assignment will cause his/her workweek to go over forty (40) hours. It is also mutually agreed that sometimes overtime situations cannot be avoided and that the compensation for any hours over forty (40) shall be at the rate of pay for the assignment being performed when the overtime is worked.
Section 7.9.2.
Compensatory time in lieu of overtime is authorized under the following conditions:

A. Compensatory time shall be computed at the rate of one and one-half (1½) hours compensatory time for each one (1) hour worked in excess of forty (40) hours in any one (1) workweek.
B. No employee may be compelled to take compensatory time in lieu of overtime pay.
C. The District shall not be required to grant requests for compensatory time in lieu of overtime pay.
D. Compensatory time may be accumulated in accordance with the provisions of the Fair Labor Standards Act (FLSA).

Section 7.10. Compensatory (Comp) Time and Flex time.
Employees asked by their supervisor to work additional hours beyond their regularly scheduled workday may elect to receive flex or compensatory time in lieu of paid time. Comp time is awarded at the rate of one and one-half (1 ½) hours for every additional hour worked when hours worked exceed forty (40) hours per week.

The scheduling of use of earned compensatory or flex time will be at the choice and election of the employee so long as:

1. The employee provides his/her supervisor twenty-four (24) hours’ notice of the scheduled time he or she intends to take the compensatory time; and
2. Such time would not reasonably be expected to unduly disrupt

Time in lieu of pay must be mutually agreed upon by the supervisor and the employee. Any unused comp/flex time at the end of the school year will be paid to the employee by the submission of an approved timesheet using established District procedures.

Section 7.10.1. Flex Time.
Flex time is awarded on an hour-for-hour basis for any additional time worked less than forty (40) hours per week.

Section 7.10.2. Comp Time.
Compensatory time in lieu of overtime is authorized under the following conditions:

A. Compensatory time shall be computed at the rate of one and one-half (1½) hours compensatory time for each one (1) hour worked in excess of forty (40) hours in any one (1) workweek.
B. No employee may be compelled to take compensatory time in lieu of overtime pay.
C. The District shall not be required to grant requests for compensatory time in lieu of overtime pay.
D. Compensatory time may be accumulated and used within the provisions of the Fair Labor Standards Act (FLSA).
E. Compensatory time accumulated as of July 31st annually shall be fully used by that date each year, and to the extent not used by such date, shall be cashed out.
Section 7.11.
In the event an employee is assigned to a shift less than eight (8) hours per day, the employee shall be granted rest periods as follows:

A. Less than two (2) hours daily work shift - no rest period.
B. Two (2) to five (5) hours daily work shift - one paid rest period.
C. More than five (5) hours daily work shift - one paid rest period and a thirty (30) minute unpaid lunch.
D. Any shift of seven and one half (7 ½) or more hours shall be entitled to two-paid rest periods and a thirty (30) minute non-paid lunch period.

Rest periods shall be fifteen (15) minutes in length and should be scheduled as close as practicable to the mid-point of the employee’s shift. Lunch and break periods will be scheduled with consultation between the employee and the employee’s supervisor. The rest period shall not be scheduled so as to extend or shorten the length of the employee’s daily work shift.

Section 7.12. Work in a Different Position.
Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification.

Section 7.12.1. Rate of Pay for Work in a Different Position.
Regular employees requested to substitute in their own classification will receive their regular hourly rate of pay. Regular employees asked to substitute outside their classification will receive the Step 1 rate of pay for that classification or their own rate of pay, whichever is greater.

Section 7.13.
Employees’ schedules may be different from the eight (8) hour shift provided that the employee and his/her supervisor mutually agree to the change.

Section 7.14.
It is understood that approval of a waiver as per WAC180-18-040 and RCW28A.150.250 to reduce the number of student days to less than one hundred eighty (180) will not negatively impact any part-time Public School Employees of Washington/SEIU Local 1948 employee, that is, those employees in transportation (bus drivers), custodians/maintenance, nutrition services, secretaries, and Paraeducators.

The additional hours worked required to total the one hundred eighty (180) paid days will be worked using flex time for required meetings or trainings or may be worked on non-student days with supervisor’s approval.

Section 7.15. School Calendar.
The District shall receive counsel from the Kettle Falls PSE Association before the school calendar is approved by the Board of Directors.

Section 7.16.
Recognizing that some work years have more than 260 workdays, fulltime employees shall have the option to work the extra day(s) and be compensated at their regular hourly rate of pay; or take the day(s) off as leave without pay. The District will notify the effected employees when the work year has
over two hundred sixty (260) workdays. Each employee will in turn notify the District prior to January 1st of the work year as to whether he/she will work the days or take as leave without pay.

Section 7.17.
Secretaries who are responsible to arrange substitutes may elect to be paid a yearly stipend of four hundred twenty dollars ($420.00) for the extra work involved in arranging substitutes or the secretary may choose to record his/her actual time on his/her time sheet and submit for payment each month.

Section 7.18. Early Learning Center Provisions.
Employees in the Early Learning Center (ELC) work a different schedule than K-12 school employees in the district. ELC will follow the ECEAP approved calendar annually. The schedule includes additional time for training and preparation before the preschool year begins (up to 10 days) as well as the day after the last day of pre-school. Scheduled days of work also include time that the K-12 is off during winter and spring break (except for holidays).

Should there be a need for reduction in staff during winter or spring breaks due to student need, employees will be offered to work the days during break or take the additional time off without pay on a rotation basis for each break. The number of staff who may be gone at any one time will be determined by the ELC Supervisor.

Vacation time and Personal Days in this department will be awarded on a first come first served basis.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1.
Each employee subject to this Agreement shall receive the following paid holidays which fall within their work year:

1. New Year’s Day
2. Martin Luther King Jr. Birthday (third Monday in January)
3. Presidents’ Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran’s Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Day before or after Christmas Day
11. Christmas Day

Section 8.1.1.
All less than twelve (12) month employees shall receive the following paid holidays:

1. New Year’s Day
2. Martin Luther King Jr. Birthday (third Monday in January)
3. Presidents’ Day
4. Memorial Day
5. Labor Day
6. Veteran’s Day
7. Thanksgiving Day
8. Day after Thanksgiving Day
9. Day before or after Christmas Day
10. Christmas Day
Section 8.1.2.  
Each twelve (12) month employee subject to this Agreement shall be entitled to and receive paid vacation time according to the following formula:

<table>
<thead>
<tr>
<th>Beginning Years of Service</th>
<th>Vacation Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4</td>
<td>2 weeks</td>
</tr>
<tr>
<td>5-10</td>
<td>3 weeks</td>
</tr>
<tr>
<td>10 and above</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

Vacation shall not be available until the employee has completed the sixth (6th) month of continuous employment.

Unused vacation may be carried over for one (1) year with approval of the District.

No vacation may be carried over for more than one (1) year beyond the date on which it became due; provided, however, no employee shall be denied vacation benefits due to District employment needs.

An employee may cash out up to one (1) year’s accumulated vacation time rather than carry it over to the next year, PROVIDED that the District and the employee mutually agree to the cash out. A District decision not to cash out accumulated vacation shall not be subject to the grievance procedure.

Section 8.1.3. 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 IX

LEAVES

Section 9.1. Sick Leave.

Section 9.1.1.  
Each employee shall accumulate one (1) hour of sick leave for each nineteen (19) hours or portion thereof of regular employment up to a maximum of ninety-six (96) hour per school budget year. When the calculated hours of sick leave entitlement results in a portion of an hour, then the entitlement shall be rounded up to the half or whole hour, whichever is closest. Sick leave shall be vested when earned and may accumulate to a maximum of one hundred eighty (180) days. 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 9.1.2.**
In the event employees are absent for reasons, which are covered by Industrial Insurance, the District will provide the employee with information about the options allowed by the Department of Labor and Industries accordingly.

**Section 9.1.3.**
Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

**Section 9.1.4. Leave for Family Illness.**
Sick leave as defined above may be used for serious illness to an employee’s child, spouse, parent, step-parent, grandparent, grandchild, sibling or parent-in-law. Each day of such leave shall be deducted from sick leave.

**Section 9.1.5. Sick Leave Cash-Out.**
In January of each 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 ratio of one (1) full day’s monetary compensation for four (4) accumulated sick leave days. [RCW 28A.400.210(1)]

The district will make available a VEBA program for all employees eligible for sick leave cash-out.

**Section 9.1.6.**
At the time of separation from school district employment, an eligible employee or the employee’s estate shall receive remuneration at a rate equal to one (1) days current monetary compensation for each four (4) full days accrued leave for illness or injury. An eligible employee means (as defined in RCW 28A.400.210 [2]):

1. Employees who separate from employment due to retirement or death;
2. Employees who separate from employment and who are at least age fifty-five and have at least ten (10) years of service in SERS (3); or
3. Employees who separate from employment and who are at least age fifty-five and have at least fifteen (15) years of service in SERS (2).
Section 9.2. Bereavement Leave.
Each employee shall be entitled up to five (5) days leave with pay per occurrence for absence caused by death of an employee’s child, spouse, parent, stepparent, grandparent, grandchild, sibling, or parent in-law or a person living in the household of the employee. One (1) day of bereavement leave with pay shall be granted for bereavement of friends and professional acquaintances.

Such bereavement leave is noncumulative and shall not be deducted from sick leave.

Additional days may be granted, on a case-by-case basis, by the Superintendent. Such additional days may be granted on a paid or unpaid basis, at the discretion of the Superintendent.

Section 9.3. Personal Leave.
Each employee shall be entitled to three (3) paid workdays per year as personal leave subject to the following limitations:

A. Two (2) personal day may be carried over to the following year for up to a maximum of five (5) days personal leave.
B. The leave shall not be available for use during the first five (5) and/or last five (5) student attendance days without the approval of the employee’s immediate supervisor.
C. Not more than one (1) employee per job category per school or transportation department may use the leave on any one (1) day without the approval of the employee’s immediate supervisor.
D. The use of personal leave will be requested by the employee in writing and shall be granted on a first submitted, first granted basis.
E. If requests are received simultaneously, the leave shall be granted to the employee with the greater seniority in the job category.

The employee shall provide the principal or supervisor with at least twenty-four (24) hour notice, said twenty-four (24) hour notice being a full business day. Non-business days shall not count as a part of the twenty-four (24) hour notice requirement.

Section 9.4. Maternity Leave.
Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave.
Employees granted maternity leave may, at their option, be allowed compensation for maternity leave in accordance with Section 9.1.1 above. Before returning to work, the employee must be certified by her physician as ready and able to return.

Section 9.5. Paternity Leave.
A male employee, upon request, may be granted up to five (5) days leave, on or about the date of the birth of his child. Such leave shall be deducted from that accumulated pursuant to Section 9.1.1 above.

Section 9.6. Family Medical Leave.
Family Medical Leave Act (FMLA) and Washington State Family Leave Act will be implemented according to state and federal law. The District shall post information on the Family Medical Leave Act (FMLA) at each employee work site. Employees should be aware that certain use of FMLA could result in the employee exhausting all accrued sick leave. This leave guarantees eligible employees up to twelve (12) weeks of job-protected leave.
Employees who have worked for the District for a period of twelve (12) months and have accrued one-thousand two-hundred and fifty (1,250) hours of service during that twelve (12) month period are eligible for this leave.

Section 9.7. 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. In the event that an employee is a party in a court action, such employee may request unpaid leave.

Section 9.8. Additional Leave.
The District will provide additional leave in accordance with Washington state law, including Domestic Violence Leave and Faith or Conscience Leave. Additional information about specific leaves can be found at www.leg.wa.gov.

Section 9.9. Leave of Absence.

Section 9.9.1.
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 a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 9.9.1.1.
If an employee’s leave of absence is granted for the purpose of going to school, more than one year may be granted. Should the employee be granted a partial day or partial year leave of absence the terms of the leave will be agreed between the bargaining unit and the District before the request is submitted to the School Board of Directors for approval.

Section 9.9.2.
The returning employee will be assigned to the position occupied before the leave of absence. Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the employer to inform replacement employees of these provisions.

Section 9.9.3.
The employee will 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 of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

Section 9.10.
The District agrees to establish and maintain a LEAVE SHARING PLAN (LSP) that is consistent with current state and federal laws except as hereafter stipulated. The LSP shall be subject to the following conditions:
A. Each and every donation of annual and/or sick leave shall be made by a specific individual to a specific individual and not from or to a pool of any kind.

B. All donated leave shall be calculated on the basis of “hours donated” and “hours used.”

C. The maximum number of hours of donated leave that any individual may receive and use shall be limited to:
   1) An annual amount that is not more than the total number of the receiving individual’s regular employment hours remaining in the current school year following the exhaustion of all forms of accrued leave; and
   2) Lifetime total of not more than two hundred sixty-one (261) times the receiving individual’s regular daily employment hours.

D. Each individual’s request for shared leave shall be reviewed and acted upon by the superintendent.

E. The decision of the superintendent may be appealed by the requesting individual to the School Board.

F. The decision of the School Board shall be final and shall not be subject to the grievance procedure.

G. The employee sharing their leave must retain twenty-two (22) days of sick leave.

Section 9.11. Emergency Leave.
Three (3) days of emergency leave per year shall be deducted from sick leave. Emergency leave may be taken at the employee’s discretion due to a problem which has suddenly occurred or is unplanned, or where planning should not relieve the necessity of the employee’s absence.

ARTICLE X

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 10.1.
The seniority of an employee within the bargaining unit shall be established as of the date on which the Superintendent gives the approval to hire the employee, as indicated on the hiring document, (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided. The Superintendent’s approval is conditioned on final approval of the School Board of Directors. If more than one employee is hired on a given day, seniority will be decided by a drawing of lots.

Section 10.2. Probation.
Each new hire shall remain in a probationary status for a period of not more than sixty (60) workdays following the hire date. During this probationary period the District may discharge such employee at its discretion.

Section 10.3.
Except as specifically provided otherwise in this Agreement, probationary employees will be subject to all rights and duties contained in this Agreement.
Section 10.4.
The seniority rights of an employee shall be lost for the following reasons:
   A. Resignation;
   B. Discharge for justifiable cause;
   C. Retirement; or
   D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 10.5.
Seniority rights shall not be lost for the following reasons, without limitation:
   A. Time lost by reason of industrial accident, industrial illness or judicial leave;
   B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
      United States;
   C. Time spent on other authorized leaves; or
   D. Time spent in layoff status as hereinafter provided.

Section 10.6.
Seniority rights shall be effective within the general job classification. As used in this Agreement,
general job classifications are those set forth in Article I, Section 1.4.

Section 10.7. Preferential Rights.
The employee with the earliest hire date shall have absolute preferential rights regarding shift selection
and overtime. The employee with the earliest hire date shall have preferential rights regarding
promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are
substantially equal with junior employees or applicants. If the District determines that seniority rights
should not govern because a junior employee or applicant possesses ability and performance
substantially greater than a senior employee or senior employees, the District shall set forth in writing
to the employee or employees and the organization’s grievance committee chairperson its reasons why
the senior employee or employees have been bypassed.

This section shall not be construed to infringe on the District’s right to assign employees as specified
in Section 2.1. Therefore “assignment to new or open jobs” only relates to the condition that more
classified employees are added to the district wide total.

Examples that constitute an addition to the district wide total include:
   1. A resignation that is replaced.
   2. A brand-new job that increases the number of PSE members.

Examples that do not constitute an addition to the district wide total include:
   1. New assignments after a resignation that is not replaced.
   2. New assignments at the beginning of the school year.
   3. New assignments when workload conditions change such as the addition of a special education
      student requiring Paraeducator support.

Situations that do not constitute an addition to the district wide total will be considered reassignments.
The District will make reassignments based on the efficient operation of the district and, seniority shall
not be a consideration.
The District does recognize the inherent workload increase when employees are reassigned from one school building to another. Employees so reassigned will be paid a onetime stipend per reassignment of three hundred dollars ($300.00). If the reassignment to another building is a fraction of the employee’s day, the stipend will be prorated accordingly.

Assignments will not be arbitrary or capricious. Personal issues and favoritism will not be a basis for assignment. If PSE suspects assignment has been based on illegitimate reasons the principal, the employee and a PSE representative will meet to discuss the rationale for the assignment.

Section 10.7.1.
In the event of a Paraeducator classification reduction-in-force (RIF), the District will reduce the Paraeducator staff by seniority last hired first laid off.

Assignments of the remaining Paraeducators will be made at the District’s discretion. Transfer to another school building will be consistent with Section 10.7.

A riffed employee at his/her option will have the additional reemployment pool right of priority for filling substitute positions.

Section 10.7.2.
For the purposes of Reduction in Force (RIF) only, employees holding positions of Head Maintenance, Bus Mechanic, and ELC Lead Teacher will not be reduced in the same manner as Custodians, Bus Drivers and ELC Assistant Teachers. The District may retain the Head Maintenance or Bus Mechanic positions regardless of the seniority of the individual.

In the event of a Reduction in Force (RIF) within the Custodial or Bus Driver classification the District will reduce the classifications by seniority last hired first laid off.

Section 10.8.
Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of three (3) years, notwithstanding that they have acquired a new hire date and a new classification.

Section 10.9.
The District shall publicize within the bargaining unit for five (5) workdays the availability of open positions as soon as possible after the District is apprised of the opening. A copy of the job posting shall be forwarded to the President of the Association.

Following consultation with the PSE President, the District will select a PSE member within the job classification to be included on the interview team.

Section 10.9.1.
In addition to normal interview, the District may require written and/or performance assessment for all applicants for an opened position. Unit members employed within the same classification at the same grade level, and subject area, would not be required to complete the assessment.
Section 10.10.
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 have priority over junior employees and outside candidates in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years.

Section 10.11.
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.

Section 10.12.
An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not comply with the requirements of Section 10.11, or if the employee does not respond to the offer of reemployment within fifteen (15) days.

Section 10.13.
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 substantially equal to that held prior to layoff.

ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1.
The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

The Chapter President, any other Association member, or the Association Field Representative shall be notified to attend any meeting that may result in disciplinary action, provided that refusal or inability to participate shall not prevent such a meeting when circumstances warrant an immediate meeting.

When disciplining an employee the following progressive discipline model will apply as per Board Policy 5281: (1) Oral Reprimand – written record to supervisor’s file only; (2) Written Reprimand with a plan of improvement– sent to employee’s personnel file; (3) Suspension; (4) Discharge.

Steps in this model may be skipped depending on the severity of the infraction.

Section 11.2. 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 11.2.1.
Should the District decide to discharge or lay off any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year.

Section 11.2.2.
Acts of misconduct occurring after the expiration of the school year may result in discipline and/or discharge by the District. Any such discipline or discharge must follow the obligations imposed by this Collective Bargaining Agreement contained in Article XI, Section 11.1.

Section 11.2.3.
Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 11.3.
Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks’ notice of intention to layoff.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. SEBB.
Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

Section 12.1.1. SEBB Insurance Plans.
The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

Section 12.2. SEBB Eligibility.
The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year.

Section 12.3. Optional Insurance.
The District may offer additional insurance not offered by SEBB and will provide information to employees regarding such optional insurance annually.

Section 12.4. Tort Liability.
The District shall provide tort liability coverage for all employees subject to this Agreement.

Section 12.5. State Industrial Insurance.
The District shall make required contributions for State Industrial Insurance on behalf of all employees subject to this Agreement.
Section 12.6. Paid Family and Medical Leave.
The District will adhere to the requirements of the Paid Family and Medical Leave effective January 1, 2019. More information can be found at https://paidleave.wa.gov/workers

Paid Family and Medical Leave is an insurance program funded through premiums paid by employees and employers. This statewide insurance program allows workers and employers to contribute premiums together through payroll withholding. The rate for 2019 is 0.4 percent of a worker's wage, about 63 percent of which is paid by the worker and about 37 percent is paid by the employer.

Washington workers will be able to use Paid Family and Medical Leave benefits starting in 2020 if they meet the eligibility by having worked 820 hours in four (4) of the last five (5) quarters of the preceding year. These benefits will generally allow up to 12 weeks of paid leave per year to care for themselves or their family.

Section 12.7. Retirement.
In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees’ Retirement System (PERS) or the Washington State School Employees Retirement System (SERS), the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 12.8. VEBA.
The District will make available a VEBA plan for sick leave conversion and/or monthly contributions. VEBA details are voted on by the PSE membership on an annual basis.

ARTICLE XIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 13.1. Membership.
The parties recognize that each employee has the right to become a member of the Association and the District will not discriminate, restrain, retaliate, coerce or interfere against any employee in that process. 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 13.2. New Hire Notification.
The District will provide the PSE Chapter President and Membership Officer electronic notification of the name, address, phone number, classification, job title, work location, and work email address of all newly hired bargaining unit employees upon hire.

Section 13.3. Checkoff.
The District shall deduct state PSE dues, assessments, service charges and any/all voluntary political contributions from the pay of any employee who authorizes such deductions in accordance with applicable law (RCW 41.56.110). The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.
Section 13.4. Dues Authorization.
PSE will be the custodian of the records related to dues authorizations. PSE agrees that as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

Section 13.4.1. E-Signature Authorization.
The District agrees to accept dues authorizations via E-signature in accordance with “E-SIGN.” PSE will be the custodian of all records related to E-signature authorizations. The Association agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

Section 13.5. Chapter Audit.
Upon request, the District shall provide PSE information on all bargaining unit employees for audit purposes. Information will include non-dues paying employees, with the employee’s name, position, primary work location, address, phone, hire date, hourly rate of pay, number of contracted work days and work hours per day, and FTE equivalent.

The District will upon receipt of an authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contributions the employee voluntarily chooses for deduction for political purposes and will transmit the same to 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 employee shall be notified about the right to revoke the request by Public School Employees of Washington/SEIU Local 1948.

Section 13.7. Access to New Employees of the Bargaining Unit.
The District will provide PSE reasonable access to new employees of the bargaining unit for the purposes of presenting information about PSE to the new employee. “Reasonable access” for the purposes of this section means the access to the new employee occurs within one week of the employee’s start date within the bargaining unit; the access is for no less than (30) minutes; and the access occurs during the new employee’s regular work hours at the employee’s regular worksite or at a location mutually agreed to by the District and PSE.

If an annual orientation is provided to new hires subject to this agreement the Association shall be allowed to attend to meet with new hires and provide such employee with a copy of this Agreement and the Dues Authorization form.

Section 13.9. Local Dues.
The District agrees to deduct local membership dues from all dues paying members on a monthly basis and remit to the local Association. The Association will inform the district the amount of local dues to be collected.
ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1.
Grievances arising between the District and its employees 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 14.2. Grievance Steps.

Section 14.2.1. STEP 1.
Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, they may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.

Section 14.2.2. STEP 2.
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 the immediate supervisor for reconsideration and shall submit a copy to the official in the Administration responsible for personnel.

The parties will have five (5) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.3. STEP 3.
If no settlement has been reached within the five (5) 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) workdays to the District Superintendent or the Superintendent’s designee. After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 14.2.4. STEP 4.
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 fifteen (15) workdays to the District Board of Directors.
After such submission, the parties will have thirty (30) workdays from submission of the 
written statement of grievance to resolve it by indicating on the statement of grievance the 
disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. 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 to explain 
the grievance. At any appearance before the Board of Directors, the employee may be 
accompanied by an Association representative or designee.

Section 14.2.5. STEP 5.
If no settlement has been reached within the thirty (30) days referred to in the preceding 
subsection, or if the employee is not satisfied with the decision of the Superintendent or 
Superintendent’s designee, and the Association believes the grievance to be valid, the employee 
may demand arbitration of the grievance. Any dispute, claim or grievance arising out of or 
relating to the interpretation or the application of this Agreement shall then be submitted to 
arbitration, under the Voluntary Labor Arbitration Rules of the American Arbitration 
Association. If mutually agreed, the parties may submit to arbitration under the Expedited 
Labor Arbitration Rules of the American Arbitration Association. The parties further agree to 
accept the arbitrator’s award as final and binding upon them.

Section 14.2.6.
All costs of arbitration will be shared equally with each other.

Section 14.3.
The grievance or arbitration discussions shall take place whenever possible on school time. The 
employer shall not discriminate against any individual employee or the Association for taking action 
under this Article.

ARTICLE XV

SALARIES AND EMPLOYEE COMPENSATION

Section 15.1.
Employees shall be compensated in accordance with the provisions of this Agreement for all hours 
worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours 
worked, and rates paid with each paycheck.

Section 15.2.
Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in 
Schedule A attached hereto and by this reference incorporated herein.

Section 15.2.1.
Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the 
terms and conditions of Article XVII, Section 17.3. Should the date of execution of this 
Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive 
to the effective date.
Section 15.2.2.
Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement if possible, and in any case not later than the second regular payday. In the case of retroactive pay resulting from negotiations pursuant to Article XVI, Section 16.3, such retroactive pay shall be paid on the first regular payday following agreement on such schedule, if possible, and in any case not later than the second regular payday.

Section 15.2.3.
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 one-half (½) of the previous employment year.

Section 15.2.4.
Longevity steps are awarded at the completion of 10, 15, 20, 25, 30, and 35 years. Longevity is cumulative.

Section 15.3.
For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (¼) hour.

Section 15.4.
Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the current State rate.

Section 15.5.
Employees required to remain overnight on District business shall be reimbursed for room and board expenditures. Drivers on extra trips during meal periods shall be reimbursed for meal expenses.

Section 15.6. Compensation for Training Expense.
Employees shall be compensated at their regular hourly wage for time spent at any training classes directed or required by the District as a condition of employment held at the District.

Employees will be compensated at their regular hourly rate of pay for time spent for required travel as well as in training for any District approved training held outside of the district. Employees will carpool and use a district vehicle, unless none are available. Under those circumstances or other Superintendent/Designee discretion, if an employee’s own vehicle is utilized, they will be reimbursed transportation expense according to District policy. The District will pay the cost of registration for District approved workshops attended by employees.

Section 15.7.
The District will pay for any physical exam required as a condition of continued employment. The site and physician will be decided by the District. If the employee opts for a different site and/or physician, the difference in cost will be the responsibility of the employee.

Section 15.7.1.
The District shall reimburse regular drivers for certain expenses incurred as a requirement for continued employment subject to the following provisions and limitations:
A. Expenses shall be limited to those that are directly associated with the driver:
   1. Acquiring endorsements;
   2. Acquiring/renewing Commercial Driver’s License provided that recertification required as a result of accident or driving record shall not qualify for reimbursement.
B. Expenses associated with failed test shall not be reimbursed.
C. Expenses shall be reimbursed provided that the driver continues to be an employee for ninety (90) workdays following completion of the requirements.
D. Receipts must be presented.

Section 15.8. Paraeducators Special Duty Compensation.
Paraeducators required to perform special duty functions will receive compensation of an additional one dollar ($1.00) per hour. Special duty functions may include catheterization, personal hygiene functions, toileting, specialized medical procedures, sexual behavior, aggressive physical behavior that may put the employee in danger of physical harm or other behavior that requires constant supervision, and other areas as identified by the Special Education Department that exceed general Paraeducator job requirements.
A Paraeducator who works seventy-five percent (75%) of their shift in this capacity will receive the additional compensation for their full shift. Paraeducators who work a minimum of fifteen (15) minutes but less than seventy-five (75%) of their shift will receive additional compensation for actual time worked in this capacity at a rate of an additional one dollar ($1.00) for time from fifteen (15) minutes to one (1) hour spent in covering this position.

The District will provide training annually for Paraeducators who have special duty responsibilities in their shift. Employees will be formally notified which students qualify as requiring special duty at the beginning of the school year, or whenever a student enrolls in the district.

Section 15.9. Cedars Compensation.
An additional two dollars and ten cents ($2.10) per hour shall be paid to the employee who has the responsibility of the Cedars Data Entry.

Section 15.10. Shift Differential.
Time worked after 5 PM by a Head Custodian, Custodian or Assistant Custodian will be paid a shift differential of fifty cents ($0.50) per hour for time worked past 5 PM.

Section 15.11. Maintenance and Custodial Call Back.
Maintenance and custodial employees who are called back to the district after their regularly scheduled shift, shall receive a minimum of two (2) hours paid time plus twenty-five dollars ($25.00) for travel expense.

Section 15.12. Maintenance and Custodial Special Projects.
Special projects that require more than a couple of days work, major construction, and specialized skills will be paid at the Special Projects Construction rate of pay. In addition to projects that occur during the summer, special projects may include time during the school year.

The District Superintendent will determine what qualifies as special projects.
Examples of special projects include:
- Full Reconstruction of a building or department
- Demolition
- Building Walls and sheet rocking
- Mud and taping
- Installation of ceilings

Examples of work that does NOT qualify as special projects include:
- Painting
- Repair of walls, ceilings, fencing, etc.
- Installation of cabinets
- Updating fixtures

ARTICLE XVI
TRANSFER OF EXPERIENCE

Section 16.1.  
When an employee leaves a school district within the State and commences employment with this district, the employee shall retain the same leave benefits, longevity, and other benefits that the employee had in the previous district provided separation from that district occurred within the past five years. Sick leave will be exempt from five-year rule.

Section 16.2.  
If this district has a different system for computing leave benefits and other benefits, then the employee shall be granted the same leave benefits and other benefits as an employee in the district who has similar occupational status and total years of service.

Section 16.3.  
New employees hired with no school district experience may be given credit for job experience up to Step 3 on Schedule.

ARTICLE XVII
TERM AND SEPARABILITY OF PROVISIONS

Section 17.1.  
The term of this Agreement shall be September 1, 2019 to August 31, 2022.

Section 17.2.  
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 and elsewhere in this Agreement.
Section 17.3.
This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A herein and health insurance levels and provided further, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted which occurs following execution of this Agreement. Either party may demand the contract be reopened when legislation enacted affects the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 17.4.
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 17.5.
Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

Section 17.6.
In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 17.3.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU LOCAL 1948

KETTLE FALLS CHAPTER KETTLE FALLS SCHOOL DISTRICT #212

BY: ______________________ Signed by ______________________
    Jeff Graves, Chapter President                             Michael Olsen, Superintendent

DATE: ___________ November 5, 2019 ___________ DATE: ___________ November 5, 2019 ___________
ADDENDUM
Paraeducator Requirements

Effective September 1, 2019, Washington State Law has required that all paraeducators defined as classified school employees who work under the supervisor of certificated or licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent; and
2. (a) Have received a passing grade on the education testing service paraeducator assessment (ETS); or
   (b) Hold an associate of arts degree; or
   (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an institution or higher educator; or
   (d) Have completed a registered apprenticeship program.

In addition, in the 2019-2020 school year Paraeducators will be required to complete the Fundamental Course of Study (FSC). The District must provide fourteen (14) hours of paid training and cover associated costs on the state standards of practice for all paraeducators. The District will also provide access to computers and other technology needed to be successful in obtaining the required training as funded by the state.

Once 28 FSC hours have been earned, paraeducators are then eligible to earn a General Certificate by completing an additional 70 hours of courses on the standards of practice. The General certificate must be completed within three (3) years of finishing the FSC and will not expire.

Paraeducators can also complete the Subject Matter Certificates (SMC). The SMC consists of the English Language Learner (ELL) Subject Matter and the Special Education Subject Matter Certificates. Both certificates require 20 hours of professional development in their specific subject area and the certificates will expire after five (5) years. Course hours for the SMC will count towards the General Certificate.

Paraeducators who choose to obtain the Advanced Paraeducator Certificate will complete 75 hours of professional development related to the following duties; assisting in highly impacted classroom, assisting in specialized instructional support and instructional technology applications, mentoring and coaching other paraeducators and acting as a short-term emergency substitute teacher.

Professional development hours which include clock hours and the state approved apprenticeship program will count towards continuing education credit hours. Further information can be found at the Professional Educator Standards Board (PESB) website at https://www.pesb.wa.gov/
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