

COLLECTIVE BARGAINING

AGREEMENT



BETWEEN

TEAMSTERS LOCAL #252

AND

**CENTRALIA SCHOOL DISTRICT
(Paraeducators)**

SEPTEMBER 1, 2022 through AUGUST 31, 2025

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1. INTRODUCTION

1.1. Preamble

1.1.1 This Agreement made and entered into between the Centralia School District No. 401 (hereinafter designated as the “District “and/or “Employer”), and Teamsters Union Local No. 252 (hereinafter designated as the “Union”) for the purpose of collective negotiations on wages, hours and conditions of employment.

1.2. Purpose

1.2.1 The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish standards of wages, hours, and working conditions.

a) Upon written request by either party, the Union officials and Employer representatives shall meet to discuss problems relating to interpretation or application of this Collective Bargaining Agreement. When a request is made, the meeting shall be held within a reasonable amount of time.

2. RECOGNITION

2.1. Scope of Bargaining Unit

2.1.1 The Employer agrees to recognize the Union as the sole bargaining agent for all Paraeducators of the Centralia School District, excluding supervisors, confidential employees, some Temporary/Substitute Employees, and all other employees.

2.1.2 The Employer will advise the Union of new employees which may be covered by the terms and conditions of this agreement.

3. MANAGEMENT RIGHTS

3.1. Customary Functions

3.1.1 The Board, acting on behalf of the electorate of the school district, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and Constitution of the state of Washington and/or the United States.

3.1.2 It is expressly agreed that all rights except those rights clearly relinquished herein by the District are reserved to and shall continue to vest in the District. Despite these management rights, the Employer acknowledges that it must comply with applicable statutory bargaining obligations.

4. UNION SECURITY

4.1. Check Off of Union Dues & Initiation / Membership

4.1.1 The Union shall have up to a thirty (30) minute orientation with new employees' during the employees' regular work hours. The Union will explain that it is designated as the exclusive representative for all employees covered under this Agreement.

4.1.2 Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Payroll deduction authorization cards must be received by the Centralia School District by the 15th day of the month to be recognized as effective for that month. Such deductions are to be transmitted to the Union each month with the list of names of the employees from whose pay deductions were made. The Union shall provide the Employer with thirty (30) days advance notice of any changes in Union deduction dues/fees.

4.1.3 The Union shall indemnify the Employer and any department of the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Employer or any department of the Employer, for the purpose of complying with the provisions of this Article. The Union agrees to refund to the District any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof by the District.

5. EMPLOYEE DEFINITIONS

5.1. Full-Time Employee (FTE)

5.1.1 A full-time classified employee shall be defined as an employee who is regularly scheduled to work forty (40) hours a week less than twelve (12) months per calendar year.

a) For monthly Employer health and welfare contribution purposes, an employee who works a minimum of fourteen hundred forty (1440) hours annually shall be considered a full-time employee.

5.2. Regular Part-Time Employee

5.2.1 A regular part-time classified employee shall be defined as an employee who is regularly scheduled to work less than forty (40) hours per week but at least fifteen (15) hours per week for less than twelve (12) months per calendar year.

5.3. Probationary Employee

5.3.1 A probationary employee shall be defined as an employee who has not yet completed one hundred and eighty (180) calendar days of employment with the District and shall be considered an “at will” employee until such time as his or her probationary period has been completed.

a) An employee who has completed his or her probationary period shall not be required to “re-apply” to the District to maintain their employment status.

5.4. Temporary/Substitute Employee

5.4.1 A temporary/substitute employee may be employed as a full-time or part-time employee under the Employee Definition provision of this agreement. A temporary/substitute employee shall be defined as an employee;

a) Who is hired to fill a position for a specific period of time prior to, at the beginning of, or during the school year; and

b) Who is funded by grants or other funding sources for a defined period of time to provide specified services to the District; and

c) Who fills a position clearly identified as temporary in the posting process.

d) Who is hired to supplement the existing work force to fill temporary/substitute vacancies due to illness, injuries, or authorized leaves of absence(s). An employee hired under this specific subsection shall be excluded from the terms and conditions of this agreement unless the temporary vacancy is filled by tenured employee in which case the employee shall remain covered under the terms and conditions of the agreement. (See Section 6.2.5.)

5.4.2 A temporary employee’s employment shall formally terminate at the end of time period specified when they were hired by the District excluding temporary tenured employees as set forth in 5.4.1 d). In the event funding is obtained and/or provided to continue the program or similar programs under which he or she may or may not have been previously employed, such employee shall be required to submit a letter of interest regarding his or her re-employment to the District. Another formal employment application shall not be required from the interested individual. If funding is obtained to continue a program, and the temporary employee that held the program’s position the previous school year provides a letter of interest, the District may bring/hire that person back to the same program’s position.

6. EMPLOYMENT POLICIES

6.1. Non-Discrimination

6.1.1 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; words denoting number shall include both the singular and plural.

6.2. Promotions & Job Openings

6.2.1 Written notice of vacancies and new positions within the bargaining unit shall be posted for not less than five (5) working days in each building where bargaining unit members are assigned. The postings shall also be emailed to the members in the group. Copies shall be provided, at the time of posting, to the Union. For an applicant to be considered for a vacant or new position, he/she must:

a) Submit his/her written application to the District Personnel Office within the time frame given in the posting; and

b) Possess the skills and qualifications applicable to the vacant or new position.

6.2.2 Employees who are applicants shall receive consideration on the following: first, skills and qualifications of the employee; and, second, hire date when skills and qualifications of employee applicants are equal. The district will make the final decision with regard to the selection of applicants for employment.

6.2.3 All qualified applicants from the bargaining unit will be offered an interview prior to outside applicants being considered.

6.2.4 An employee who changes job classifications shall not suffer a reduction on the salary schedule and shall retain their seniority date for advancement purposes on such salary schedule.

6.2.5 In the event a non-probationary employee fills a long-term temporary vacancy (five (5) months or more) created due to illness, injuries, or authorized leaves of absences, such employee shall retain reversion rights to his or her formally held classification upon termination of the temporary assignment. The employee shall be required to exercise his or her reversion rights within two (2) calendar days from the date of the temporary assignment termination. Such employee shall also retain all right, privileges and benefits provided for under the terms and conditions of this agreement while working the temporary assignment.

6.2.6 If 1.5 hours or less of permanent time is available in a school, the school may open this time to current bargaining unit staff in the school and fill those hours within the current bargaining unit staff. The work shall be offered by seniority in the school with the available hours.

6.3. Union Access

6.3.1 Upon reasonable notice, the Employer will make available to the Union or designated Shop Steward(s) requested information which is relevant to the Union's duties under Chapter 41.56 RCW. The District may charge the Union the cost of reproducing District documents.

6.3.2 The Union shall have the right, contingent upon approval by the site administrator, to hold Union meetings on school property provided that such meetings are outside working hours of the employee.

6.3.3 Representatives of the Union, 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 Union representatives will in any way hamper or obstruct the normal flow of work.

6.3.4 The District shall provide a bulletin board space on facility bulletin boards for the Union to utilize to post notices of Union meetings or to provide other relevant Union material. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted.

6.4. Personnel Files

6.4.1 Employees or former employees shall, upon request, have the right to inspect all contents of their personnel file kept within the District. The employee may request in writing a photocopy of materials in the personnel file. The cost of any material or use of photocopier will be borne by the employee or former employee.

6.4.2 Employees will be notified of any letters of reprimand or complaints against the employee which are entered into the employee's personnel file. Such notification shall be within ten (10) workdays of composition or receipt.

6.4.3 The employee shall have the opportunity to attach his/her own written comments to material in the District personnel file. Such material will be dated and signed by the employee.

6.5. Resignations

6.5.1 An employee who is resigning shall provide the Employer fourteen (14) calendar days' notice. A resigning employee shall receive benefits to which he/she is entitled. The fourteen (14) calendar day notice may be waived, on a case by case basis, at the sole discretion of the Superintendent or designee.

6.6. Shop Steward & Negotiating Committee

6.6.1 When Shop Stewards are appointed by the Union, the Employer shall be informed as to which employees have been appointed. The duties of the shop stewards shall not interfere with the regular work assigned to that employee by the Employer.

6.6.2 The Negotiating committee members shall be released from school duties when such meetings are held during working hours; however, meetings shall be scheduled to interfere the least with regular working hours and may be scheduled outside of working hours when necessary.

6.7. Employee Evaluations

6.7.1 Each employee will be annually evaluated by an administrator and/or supervisor and it shall be completed prior to the end of their normal work cycle. The evaluator shall meet with the employee in the privacy of his or her office to review the employee's evaluation and answer any questions the employee may have regarding the content of the evaluation. In no case shall the evaluation be reviewed with an employee in non-private setting. A copy of such evaluation will be placed in the employee's personnel file.

6.7.2 An employee who disagrees with the contents of his or her Employee Evaluation or has any comments regarding their evaluation may submit a written rebuttal/comment setting forth his or her specific disagreement with the contents of the evaluation. Such rebuttals/comments shall be signed, dated, and attached to the evaluation prior to placement in the employee's personnel file. It is recommended that such comments/rebuttal be submitted within five (5) working days of the evaluation conference.

6.8. Successors

6.8.1 In the event the Employer shall by merger, consolidation, sale of assets, lease, franchise, or by any other means, enter into an agreement with another school district which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor school district shall be bound by each and every provision of the Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention to any school district or individual with which it seeks to make such an agreement as aforementioned.

6.9. Leave of Absence

6.9.1 An employee may request a leave of absence provided that such request is submitted in writing to the Superintendent or their designee. Such requests are subject to the following conditions:

- a)** Upon recommendation of the Superintendent, leave of absence without pay may be granted to any employee for: (a) illness, (b) family emergency, (c) maternity, (d) military service, and (e) education.
- b)** Except for military service, there shall be no other employment while on leave without prior approval of the Superintendent.
- c)** The Employer is obligated to state in writing the terms of the leave of absence. The Employer agrees to re-employ the employee upon written request or give first preference to any opening for which the employee is qualified. All employee benefits earned prior to a leave of absence will be maintained upon re-employment.

6.9.2 Maternity Leave:

- a) An employee who is pregnant shall be allowed to work as long as she is capable of performing her normal functions and the duties of her job, and so long as her personal physician concurs.
- b) A request for a maternity leave shall be made in writing to the Superintendent at least thirty (30) calendar days prior to expected commencement of leave.
- c) Within thirty (30) calendar days after childbirth, she shall inform the employer of the specific day she will return to work.
- d) She may use her accumulated sick leave to cover the temporary disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.
- e) In the event sick leave has been exhausted, or is exhausted during her disability period, she shall be granted a leave of absence without pay for a period of up to one (1) year. The employee shall return to her same position and/or level with no loss of rights, benefits or seniority, and the employee taking her place shall be employed for the requested period of leave only.

6.9.3. Paid Family Medical Leave (PFML): Washington State Paid Family Medical Leave (PFML) Employees may be eligible to receive PFML under the Washington state Family and Medical Leave and Insurance Act (WAC 192-630-015). The District will comply with provisions of the law when administering leave under Washington PFML. PFML is fully administered by the Washington State Employment Security Department. Employees should visit www.paidleave.wa.gov for details. The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who uses this leave. Employees shall have the ability to use PFML consecutively with the employee's other leave entitlements unless the employee elects otherwise.

6.9.4 Family medical leave shall be governed by the Family Medical Leave Act in addition to the conditions set forth below:

- a) The leave year for FMLA purposes shall be the calendar year beginning September 1 and ending August 31.
- b) Medical certification for FMLA absences may be requested for absences of five (5) days or longer. Requests for medical certification shall be in writing and shall be delivered or mailed to employees. Employees shall have twenty-one (21) days to comply with the request. The certification may be in letter form on the health care provider's stationery.
- c) No employee shall be required to utilize paid vacation or paid personal leave for any FMLA absence in which the employee does not request to receive such pay.
- d) Any time spent on FMLA leave shall be considered as time worked for purposes of determining seniority.

6.10. Job Descriptions

6.10.1 The essential job functions and other duties and responsibilities of a Paraeducator within a specific assignment contained in a job description shall be developed by the Employer. Such descriptions shall be reviewed on an annual basis and made available upon request to bargaining unit employees.

6.10.2 Monetary value of all new positions for which no existing job classification applies will be bargained with the Union. The Union shall be notified of any new classifications and the proposed hourly rate of pay for such classification which may be adopted or created by the Employer. The hourly compensation for new classifications may be bargained with the Union provided that a demand for bargaining is made by the Union.

6.10.3 The “*other duties as assigned*” clause included in each job description is intended to capture duties and responsibilities that may not be specifically identified within each specific job description and are directly related to that employee’s basic job function.

6.11. Facility Assignment Transfer

6.11.1 In the event the district determines it is necessary to transfer an employee(s) to another facility, the Employer shall first solicit volunteers for the transfer prior to mandating a transfer. If there are no volunteers, transfers will be done by seniority, with the least senior employee being transferred first.

6.12. Accrued Leave Transfer

6.12.1. The District shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by an employee who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition and for other uses authorized by Centralia School District Policy #5406. Such program is intended to extend leave benefits to an employee who otherwise would have to take leave without pay or terminate his or her employment with the District. The leave sharing plan shall be administered in accordance with Centralia School District Policy #5406P.

6.13. Training

6.13.1 It is recognized that the Employer has the authority to direct an employee to attend any and all school and training sessions as directed. All travel time for employees commuting to training outside of the employee’s normal portal to portal travel shall be paid at the employee’s applicable rate of pay.

6.13.2 The Employer will provide training for employees as required by statute, legal mandate, job position required certification, and/or Employer policy. Listed below are conditions applicable to this provision:

a) Any employee attendance at training required by the Employer as a condition of employment shall be compensated at the employee's applicable rate of pay.

b) The Employer shall reimburse the employee for all reasonable fees and costs associated with such training or in the alternative, pay in advance for enrollment and/or tuition.

6.13.3 Voluntary Training: Employees who are interested in obtaining or participating in voluntary training shall be required to complete and submit a District provided voluntary Training Request Form which is attached to this Agreement as Exhibit "A". The District will set aside a minimum of four thousand dollars (\$4,000) per school year for voluntary training. In addition, all unexpended monies shall be rolled over at the end of each school year and added to the contractually mandated funding for the following school year. The District shall notify the Union at the end of school year of the amount of unexpended monies. All voluntary training monies shall be split proportionately amongst the schools based on the number of paraeducators at each school.

6.13.4 General Paraeducator Certification: In the event the District receives funding for salary increases for employees who have completed the General Paraeducator Certification program, the District, at the request of the Union, shall meet to bargain the impacts of such funding.

6.14. Inclement Weather

6.14.1 If inclement weather causes the district to start school later than usual, employees will be expected to arrive at work within a reasonable amount of time following the radio announcement of the change in schedule. The below listed conditions shall also apply:

a) If schools are closed early due to weather conditions, employees shall be permitted to leave immediately after students are dismissed and student safety is assured; and

b) Hours that are not worked due to early closure will be made up within thirty (30) school days, approved by the building administrator and documented at the work site.

c) If school starts up to two (2) hours late and employee starts work up to two (2) hours late, such time may be made up within the school year.

6.15. School Calendar

6.15.1 The employees shall be given an opportunity to provide input on the "*work year school calendar*" during the development stage through the individual facility Building Representatives at the District calendar committee meeting(s).

6.16. Immunizations

6.16.1 The District shall pay for immunizations for the prevention of influenza; provided, the employee's medical care coverage does not pay for such immunization costs. Hepatitis B

immunizations shall be made available for employee's who serve in high risk assignments in accordance with School District Policy #5510.

6.17. Professional Development

6.17.1 Employees who possess an Associate of Arts degree, shall be compensated fifty cents (\$0.50) per hour in addition to the employee's regular rate of pay.

6.17.2 The District will set aside a minimum of one thousand dollars (\$1,000) for each school year covered by the terms and conditions of this Agreement for tuition reimbursement purposes. Tuition reimbursement shall be for those employees who enroll in the Apprenticeship Program. Such employees shall be entitled to tuition reimbursement to the extent that monies are available. In addition, all unexpended monies shall be rolled over at the end of each school year and added to the contractually mandated funding for the following school year. The District shall notify the Union at the end of school year of the amount of unexpended monies.

6.17.3 In the event that reimbursement requests exceed the amount of money available in any given school year, reimbursements shall be made on a proportional basis.

6.18. Classroom Budget

6.18.1 Each school building budget will include funds that may be used to reimburse paraeducators for the purchase of supplies, materials, and incentives with the prior approval of the classroom teacher responsible for the class and the building principal. Reimbursement will be no more than \$25 per paraeducator.

7. SAFETY

7.1.1 Employee Rights to a Safe Work Environment: District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises. In the event an employee does not believe the district is following State, Federal, and Local requirements to adequately protect staff or student safety, the employee shall have the right, as designated in Labor and Industries' regulations, to remove themselves from the situation in which they feel unsafe once proper supervision is in place. The employee agrees to stay on the work site, but in a safe location, until excused by building administration or until the safety concern is addressed and adequately resolved. The District and/or building administration will work with the employee to address safety concerns. If after appropriate support, training, and guidance, the employee continues to feel the position is not a good fit, the employee may reach out to the Human Resources Department for a list of all vacant positions that they may apply for.

The District recognizes that staff and students should be provided a working and learning environment free of assaults and harassment, as defined in state law and district policy. When any student has assaulted, harassed, threatened or bullied an employee, or when there is a known imminent threat of such behaviors, appropriate steps will be taken to ensure the safety of the staff member. The District

will take necessary and reasonable steps to protect employees who are the subject of harassment (including sexual harassment), bullying (including cyberbullying) and/or stalking, intimidation, assaults, fraudulent impersonation, threats or other behaviors that violate district policy or state laws. These steps shall include, but are not limited to providing guidance to the employee and other affected staff members regarding the appropriate actions to take in the event a student exhibits behavior that may present a danger to themselves or others.

8. COMPENSABLE HOURS

8.1. Hours of Work

8.1.1 The normal work week for all bargaining unit members shall consist of five (5) consecutive days, Monday through Friday.

8.1.2 Each employee shall be assigned to a definite shift with designated times of beginning and ending, work schedules showing the employee's yearly starting and ending dates, total work days per year, and hours worked per day prior to the commencement of the school year. It is understood that work hours for some job assignments may occasionally change during the course of the school year due to operational needs of the District.

8.1.3 Employees will be given reasonable advance notice of their work assignment.

8.1.4 Additional work hours shall be offered by building seniority provided that the most senior employee possesses the necessary qualifications to perform the additional work that is available and their current work schedule permits reasonable access to the available hours without unduly disrupting their current work assignment.

8.1.5 Those individuals who are currently employed for one hundred eighty (180) days or more shall be given one (1) additional day (181 days).

8.1.6 The use of this additional day shall be coordinated at the site level using a collaborative process and shall be utilized in a manner consistent with the district Strategic Long Range Plan (SLRP) and/or the individual School Improvement Plan (SIP).

8.1.7 An employee who attends the Employer sponsored "all staff" meeting shall be paid at their applicable hourly rate of pay for all hours in attendance at the event, including any additional hours of work assigned on the same day of the "all staff" meeting. Furthermore, such employee shall receive Labor Day holiday compensation in accordance with Section 8.1, Holidays.

8.2. Overtime

8.2.1 Compensable hours in excess of forty (40) hours per week will be paid at the rate of time and one-half the employee's regular hourly rate of pay. Compensable hours shall include all hours in which an employee receives compensation.

a) Overtime compensation shall be computed and paid in fifteen (15) minute increments. Overtime shall be authorized by the site administrator or designee.

8.3. Working Out of Classification

8.3.1 In the event that the district assigns an employee to do the work of an employee in a job classification having a higher rate of pay, the assigned employee shall receive pay at the range of the out of classification work and at the employee's current step. However, in no case shall the assigned employee's enhanced rate of pay exceed that of the employee being substituted for or assisting.

8.4. Call Time & Show-Up Time

8.4.1 An employee who is called back into service by the Employer or designee shall be compensated a minimum of two (2) hours at the employee's applicable regular hourly rate of pay. The hourly minimum is not intended to be applicable to those hours worked contiguous with the employee's regularly scheduled hours of work.

8.4.2 An employee who reports for work at his or her regular scheduled time or is at work and is subsequently sent home due to school delay or cancellation shall be compensated a minimum of one (1) hour at the employee's applicable regular hourly rate of pay if the Employer has not provided at least one (1) hour of notice prior to the start of the employee's regular scheduled shift of such delay or cancellation. It shall be the responsibility of the employee to monitor radio announcements during periods of inclement weather regarding delays and/or cancellations.

8.5. Jury Duty

8.5.1 If an employee is subpoenaed as a witness by a court of law or summoned to serve as juror on and during regularly contracted work days, such employee shall suffer no loss in pay for each day of actual presence in court.

8.5.2 If an employee is named as a co-defendant with or a witness for the District in a court action, the provisions of this section shall apply.

8.6. Rest & Lunch Breaks

8.6.1 An employee shall be permitted an Employer paid fifteen (15) minute rest break for each four (4) hours of continuous compensated time. An employee, during the approximate midpoint of his or her shift, shall be permitted to take a one-half (1/2) hour unpaid lunch break.

8.6.2 An employee required to work through his or her regular lunch period will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forgo a lunch period and the employee works the entire shift, including the lunch period, the

employee shall be compensated for the foregone lunch period at his or her applicable hourly rate of pay.

9. EMPLOYEE BENEFITS

9.1. Holidays

9.1.1 Paraeducators shall be granted up to eleven (11) paid holidays as listed below:

Labor Day
New Year's Eve
New Year's Day
Presidents' Day
Veterans Day
Memorial Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
Martin Luther King Day

9.1.2 If an approved holiday falls on the weekend, the holiday will be granted on the Friday preceding or Monday following said holiday.

9.1.3 If the employee fails to work the day before or the day after a holiday because of illness, the District may require reasonable proof of such illness. If such proof of illness is not provided, the employee may receive a full deduction for the day(s) missed and the holiday.

9.1.4 Employees who are required to work, by the department supervisor or building principal on any of the holidays described above shall receive two (2) times their regular hourly rate of pay for all hours worked on such holidays, plus their normal holiday pay.

9.2. Health and Welfare Insurance

9.2.1 Health Benefits: Employees projected to be working at least six hundred thirty (630) hours, or per the current School Employees' Benefit Board's (SEBB) regulations shall be eligible to receive a District contribution for their selected health benefits. The District agrees to provide the insurance plans, follow employee eligibility rules and providing funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefit Board.

9.2.2. Employees may enroll in any VEBA Trust Program offered through the District provided that an employee or a group of employees meet the specific requirements of the individual VEBA Trust plan selected.

9.3. Bereavement Leave

9.3.1 Each employee shall be allowed up to five (5) days leave with pay per incident for absence caused by death of a member of that employee's immediate family. Requests to utilize bereavement leave shall be made to the appropriate administrator.

9.3.2 Immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandchild, grandparent, step-father, step-mother, aunt, uncle, and/or person who is a non-paying resident of the employee's household.

9.3.3 Bereavement leave is not deducted from accrued leaves and is not cumulative. If an employee must travel a long distance, and/or extenuating circumstances exist which require an extension of the leave, the employee may utilize other leave time which may be available or the Employer may authorize, on a case by case basis, additional paid bereavement leave which is not debited from any accrued leaves.

9.3.4 At the sole discretion of the Assistant Superintendent and Site Administrator, an employee may be permitted to either take one (1) unpaid day off each school year or adjust their work shift to attend a funeral of an individual not identified in Section 8.3.2.

9.4. Sick Leave

9.4.1 First year employees shall be credited monthly with the equivalent of one (1) work day of accrued sick. All employees starting their second year of employment will automatically receive eleven (11) days sick leave plus that portion up to eleven (11) days not used in the first year of employment.

9.4.2 Individuals who are ill shall not be required to obtain their own substitutes; however, the employee shall be required to notify the District office of their inability to report to work so that a substitute can be obtained by the Employer.

9.4.3 A "day" of sick leave accrued or expended shall be defined as a scheduled work day.

9.4.4. As used in the provision "Sick Leave" means paid leave granted to an employee for the purpose of absence from work with pay. Each employee may use a choice of accrued sick or other paid leave for the following reasons:

- a)** An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care:

- b)** To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or

treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and

c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

d) An absence that qualifies for leave under the domestic violence leave act, chapter 49.76 RCW.

The term "family member" is defined in RCW 49.46.210: a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling

An employee may not take advance leave until it has been earned. The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who uses this leave, the District may require a physician's verification for need of such leave use.

9.4.5 Sick leave may be used in half hour increments. Accrued sick leave shall be debited in accordance with actual time of absence.

9.4.6 An employee may accumulate sick leave not to exceed eleven (11) days per year. Each employee may accumulate and use sick leave up to the equivalent number of days in the employee's contract year. Sick leave will be recorded and applied on the basis of hours.

9.4.7 For each day's absence beyond accumulated sick leave days, salary payment shall not be made unless debit for compensation is made from other accrued leaves, e.g., vacation.

9.4.8 A doctor's certificate may be required for illness lasting more than five (5) days.

9.4.9 During a period of interrupted service for occupational injury or occupational illness, the employee may, at his/her option, be paid from accrued benefits the full difference between Workers' Compensation and the amount the employee would have received for regularly scheduled work.

9.4.10 An employee may elect to use accrued annual or sick leave during the initial three (3) days of a period of absence due to occupational injury or qualifying occupational illness. Should the employee initially elect to use sick leave and later qualify for and receive Workers Compensation time loss payments which include compensation for this initial three (3) day period of absence, the time loss payment receive for the initial period must be credited to the employee's sick leave account.

9.4.11 Sick Leave Cashout: Employees may cash out unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's salary per diem for four (4) accumulated sick leave days.

a) At the employee's option, they can cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's salary per diem of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

b) At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current salary per diem of the employee for each four (4) full days accrued sick leave for illness or injury up to a limit of one hundred and eighty (180) days.

9.5. Emergency Leave

9.5.1 Each employee shall be allowed up to one (1) day of paid emergency leave per year non-cumulative, deducted from annual sick leave and approved by the employee's immediate supervisor under the following conditions.

a) Emergency leave is defined as those situations that require the personal attention of district personnel on a regularly scheduled work day; the problem has been suddenly precipitated; the problem is of a nature that pre-planning is not possible; and the problem is a serious nature.

b) Request for emergency leave should include reasons for the request and be submitted with as much advance notice as possible.

c) Emergency leave credit may be used to supplement family bereavement leaves.

d) Emergency leave cannot be granted for reasons of personal financial gain, recreation, or seeking other employment.

e) Emergency leave can be used in one-half (1/2) shift increments.

9.6. Personal Leave

9.6.1 Under the following conditions, three (3) days of personal paid leave shall be granted annually to each employee. An employee shall not be required to disclose the reason why the personal leave is being taken provided that following conditions are being met. When exceptions are sought to any restrictions listed below, the employee shall be required to disclose why the exception is needed.

a) The leave request shall be made at least twenty-four (24) hours in advance.

b) Appropriate instructions have been prepared and left with the employee's supervisor or the supervisor's designee.

c) The number of non-scheduled leave absences at a given work site on a given day will not exceed ten per cent (10%) of the bargaining unit members but no fewer than two (2) employees except in cases where more than one (1) employee from a self-contained special education classroom or more than a single one-to-one assistant would be absent from the same building. In these cases only one (1) employee can be gone from the work site without express agreement from the building principal.

d) This leave will not be granted the first five (5) or the last five (5) work days of the school year

e) Non-scheduled leave is accumulative to a maximum of six (6) days, non-transferable, and when utilized shall not be deducted from any accrued leaves.

f) An employee may cash out three (3) non-scheduled leave day at the employee's substitute hourly rate of pay on an annual basis. Application will be submitted on or before the last day of the school year. Should an employee not elect to cash-out one (1) or two (2) non-scheduled leave days, three (3) unused day may be carried over for use in the following year.

g) Exceptions to a), c), d), e) may be considered under unusual circumstances by direction of a leave request through the building/district supervisor to the Human Resources Department. District approval of such unusual circumstance requests are at the sole discretion of the District and action under this section of the contract will not be grievable.

9.7. Perfect Attendance Incentive

9.7.1 Employees with perfect attendance in the first, second, or third trimesters of each school year covered by the terms and conditions of this Agreement shall receive one (1) additional day of pay for each trimester in which an employee does not utilize sick leave and/or non-scheduled leave days. The specific start and finish of each trimester shall be established by the District's school calendar.

9.8. Employee Compensation

9.8.1 In the event that funds are disbursed to an employee by direct deposit in error, the District and the employee shall work together to come to an agreement regarding how the employee will repay the District the overpaid amount.

10. EMPLOYEE DISCIPLINE

10.1. Just Cause

10.1.1 All disciplinary action taken against an employee shall be for just cause, provided, however, this provision shall not apply an employee's probationary period with the District, during which time the employment status shall be strictly at will.

10.1.2 Any allegation of misconduct and/or other violation of work rules not called to the attention of the employee within ten (10) work days of when the Employer knew or should have reasonably known of the existence of such allegation(s) may not be used as the basis for any disciplinary action against an employee.

10.2. Types of Discipline

10.2.1 The District shall utilize progressive discipline; however, both parties recognize that nothing within this provision shall be construed to limit the Employer's ability to impose administrative leave as a precursor to possible disciplinary action.

10.2.2 The District agrees to follow a policy of progressive discipline:

- a) Oral Warning
- b) Written Warning
- c) Suspension
- d) Discharge

10.2.3 Any disciplinary action shall be appropriate to the behavior which precipitated the action. Progressive discipline may be by-passed if the behavior so warrants the action.

10.2.4 All written discipline notices will remain in the official personnel record of the employee for a period of three (3) years from the date of entry. The written warning will be removed from the employee's personnel file at the end of the three (3) years provided no such warning for the same offense has occurred within the three (3) year time period.

10.3. Discipline Investigations

10.3.1 The supervisor will inform the employee of the alleged violation and of their right to request Union representation to be present during an investigatory interview.

10.3.2 Any scheduled meeting at which disciplinary action is to be announced, or taken, may be attended by a Union representative, if the employee requests a representative to be present. No scheduled meeting shall be delayed more than twenty- four (24) hours unless mutually agreed to the contrary by the parties.

11. GRIEVANCE PROCEDURE

11.1. Purpose

11.1.1 The purpose of this grievance procedure is to provide a procedural means for resolution of disagreements arising from misapplication or misinterpretation of the terms and conditions of this Agreement.

11.1.2 Grievances must be filed within fifteen (15) calendar days of when the employee knew or should have known of the action or inaction which prompted the grievance. Failure to file a grievance within the aforementioned time limits shall render the grievance moot.

11.1.3 Any time limits imposed in the grievance procedure section may be waived or extended by mutual agreement of the Union and the Employer. Such waiver or extensions shall memorialize in written form.

11.2. Processing Steps

11.2.1 Step 1: Employees shall first discuss the grievance with their immediate supervisor. If the employees so wish, they may be accompanied by a Union representative at such discussion. Such discussion should include:

- a) The factors 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.

11.2.2 Step 2: If the grievance is not resolved to the employee's satisfaction at Step 1, the employee shall, within ten (10) working days of the immediate supervisor's verbal or written response to the grievance, submit the grievance in writing to the Superintendent or designee. The grievance shall contain the below listed information:

- a) The factors 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.

11.2.3 Step 3: The Superintendent or designee may either request a meeting to discuss the matter or seek further clarification of the grievance or may elect to simply respond in writing to the grievance. In either case, the Superintendent or designee's position on the matter shall be issued within fifteen (15) work days of when the meeting was held or from the date of receipt of the grievance whichever is applicable. Should the Superintendent or designee's response not satisfactorily resolve the grievance, the grievance shall be moved to Step 4.

11.2.4 Step 4 - Grievance Arbitration: The moving party may request the Public Employment Relations Commission to assign an arbitrator to hear the issue in dispute, or may request the Public Employment Relations Commission to provide a list of seven (7) arbitrators registered with that agency. If a list is selected, the striking order shall be determined by a flip of a coin. Such reference to arbitration will be made within thirty (30) calendar days after the final decision is rendered on the matter by the Superintendent or designee and will be accompanied by the following information:

- a) question or questions at issue;
- b) statement of facts, and;
- c) position of each respective party.

11.2.5 In connection with any arbitration proceeding held pursuant to this Agreement, it is agreed as follows:

- a) When an interpretation and application of this Agreement falls within the issue at hand, the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement.
- b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. The foregoing is not intended to exclude post-hearing briefs.
- c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved provided the decision does not involve action by the Employer which is beyond its jurisdiction.
- d) The losing party shall be responsible to pay all of the fees, if any, which are submitted by the arbitrator.
- e) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

12. EMPLOYEE COMPENSATION

12.1. Classifications & Salary Schedule

12.1.1 The current classifications and salary schedule is attached to this agreement as an Appendix. Subsequent modifications to classifications and/or salaries shall also be attached as an Appendix.

12.1.2 Payroll Deductions: Payroll deduction requests must be made on the proper form and will be allowed in accordance with district procedures.

12.1.3 Step increments shall be paid to eligible employees in accordance with the applicable provisions set forth in this agreement.

12.2. Longevity

12.2.1 In order to recognize the long-time service of regular employees of the Centralia School District, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment in the Centralia School District service:

Hourly Benefit:

- After fifteen (15) years - additional \$.25 an hour in hourly compensation.
- After twenty (20) years - additional \$.25 an hour in hourly compensation.
- After twenty-five (25) years – additional \$.25 an hour in hourly compensation.
- After thirty (30) years – additional \$.25 an hour in hourly compensation.

12.3. Emergency Certs

12.3.1 The District will reimburse the cost of obtaining an emergency substitute certificate for all bargaining unit members. Employees asked to work in a substitute teacher capacity have the right to decline.

12.4. Seniority Standing

12.4.1 Unless otherwise required by law, the seniority of an employee shall be defined as the length of continuous service within the District provided that breaks in service of one (1) calendar year or less shall be bridged and considered as continuous. District seniority will be the standard applied for all seniority applications unless expressly modified by the terms and conditions of this agreement or applicable state/federal law.

- a) District seniority shall not be adjusted for authorized medical leaves of absence or any other leaves of absences provided for by State or Federal law, for use of accrued leaves, or during any period of time an employee is not working as part of their normal work schedule with the District.
- b) An employee’s District seniority date shall be adjusted for time absent during a layoff, for non-medical related leave of absence or for leave of absences not provided for under State or Federal law.

13. REDUCTION IN FORCE

13.1. Lay Off and Recall

13.1.1 The term "layoff" as used herein refers to action by the Board reducing the number of employees in the bargaining unit, owing to financial restriction, program change, or other serious problems as determined by the Board.

13.1.2 In the event that layoff becomes necessary, the District shall first determine which employees will be retained because of special skills and/or qualifications relating to District programs. Skills and

qualifications include, but are not limited to, foreign language, secretarial skills special training for instructional programs, and experience with handicapped and low-performing students.

13.1.3 Employees not retained under the preceding paragraph shall be subject to layoff on the basis of seniority. In the event that individuals have the same seniority ranking, the employees so affected shall participate in a drawing by lot to determine seniority position.

13.1.4 An updated seniority list for this specific bargaining unit shall be provided to the Union upon request.

14.1.5 Employees to be laid off shall receive advance written notice of no less than twenty-one (21) calendar days. The Union shall be provided with a layoff list no less than twenty-one (21) calendar days prior to employee layoffs.

14.1.6 Employees having additional skills and/or qualifications should report such skills and/or qualifications in writing to the personnel office. Written verification of such additional skills and qualifications is required and should be provided to the personnel office on an annual basis.

14.1.7 Employees who are laid off shall be placed in a re-employment pool for fourteen months (14). Recall shall first be based on special skills and/or qualifications relating to District program(s) and then be based on seniority. The District shall give employees written notice of recall from layoff by sending a registered or certified letter to the recalled employee at his/her last known address. If the employee does not respond within six (6) District business days of such notice of recall, the employee shall forfeit right of recall. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the employee.

14.1.8 All benefits provided by this Agreement and unused accumulated sick leave will be granted each employee upon return to active employment. The employee will be placed on the proper step of the salary schedule at the same step they occupied at the time they were laid off.

14. SEVERABILITY

14.1. Repealer in Conflict with Law

15.1.1 In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force.

15. DURATION OF AGREEMENT

16.1. This Agreement shall become effective September 1, 2022 until August 31, 2025. The District agrees to flow through state funded benefit increases and to pay increments earned in accord with contract language for all current and subsequent school years that this agreement covers.

16.1. This Agreement may be amended or supplemented at any time by mutual consent of the parties thereto. Requests for change may be made by either party.

Signed and dated this _____ day of _____, 2022.

**Brian Blaisdell, Secretary-Treasurer
TEAMSTERS UNION LOCAL NO. 252**

**President, Board of Directors
CENTRALIA SCHOOL DISTRICT**

**Heather Slusher, Business Agent
TEAMSTERS UNION LOCAL NO. 252**

**Dr. Lisa Grant, Superintendent
CENTRALIA SCHOOL DISTRICT**

APPENDIX A – 2022 through 2025 Salary Schedules

17.1 Effective September 1, 2022, an increase to the 2021-2022 hourly rate schedule will be increased by Implicit Price Deflator (IPD) +.5% (6% total). Such percentage increase will be applied at step 1, and then the percentage increases between steps of three percent (3%) will apply.

Paraeducator

(6%)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$17.39	\$17.92	\$18.45	\$19.01	\$19.58	\$20.17	\$20.77	\$21.39	\$22.03	\$22.70	\$23.38

Specialist – Sign Language Interpreter/COTA/SLPA/B-3 Coordinator – per hour

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	\$35.27	\$36.33

Effective September 1, 2023, an increase to the 2022-23 hourly rate schedule will be increased by IPD (expected to be 2%) + 2.5% or 4.5% total, whichever is higher. Such percentage will be applied at step 1 and then the percentage increases between steps of three percent (3%) will apply.

Paraeducator

(IPD+2.5%)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$18.18	\$18.72	\$19.28	\$19.86	\$20.46	\$21.07	\$21.70	\$22.36	\$23.03	\$23.72	\$24.43

Specialist – Sign Language Interpreter/COTA/SLPA/B-3 Coordinator – per hour

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$31.79	\$32.74	\$33.73	\$34.74	\$35.78	\$36.85	\$37.96

Effective September 1, 2024, an increase to the 2023-24 hourly rate schedule will be increased by IPD (expected to be 2.1%). Such percentage will be applied at step 1 and then the percentage increases between steps of three percent (3%) will apply.

Paraeducator

(IPD)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
\$18.56	\$19.12	\$19.69	\$20.28	\$20.89	\$21.52	\$22.16	\$22.83	\$23.51	\$24.22	\$24.94

Specialist – Sign Language Interpreter/COTA/SLPA/B-3 Coordinator – per hour

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$32.46	\$33.43	\$34.44	\$35.47	\$36.53	\$37.63	\$38.76

17.2 Any work performed by members of the bargaining unit, inclusive or exclusive, of their one-hundred eighty-one (181) day work cycle shall be paid at their applicable hourly rate of pay set forth in the hourly

rate schedule listed above. All available bargaining unit work shall be offered to bargaining unit employees prior to offering available work to Temporary or Casual employees.

17.3 Within the generic job classification of a “Paraeducator” such employees are designated by the Employer to work in specific job assignments. Such assignments are subject to change from year to year or at any time during the school year depending on a variety of different factors. Except as specifically restricted by this agreement, Paraeducators may be assigned by the Employer, to anyone of the available work assignments at any time before or during the school year

17.4 The below listed assignments are not all inclusive and are illustrative of the general assignments being used at the time this agreement was entered into.

- Office Assistant
- Title One
- Emotional Behavior Disorder (EBD) Program/ Self-Management Program
- Library Technician
- Health Room Support
- Student Supervision
- Daycare
- Preschool
- Learning Assistance Program (LAP)
- Special Education Self-Contained/Multiple Disabilities
- Migrant Program
- Solutions Room Supervisor
- Multi-lingual Learner
- APEX/Highly Capable
- Positive Behavior Intervention System
- Behavior Support

17.5 The Employer, at the Employer’s sole discretion, may start new hires up to Step 3 of the salary schedule depending on the employee’s experience, job qualifications, and past service with the District in any employment capacity.

17.6 For the purpose of placement/advancement on the pay schedule, an employee will receive a year's experience if his/her date of hire is between September 1 and January 1 of the prior year.

17.7 Pay Date Grandfathering: Employees hired on September 1, 1994 and thereafter will be paid over twelve (12) months. Current staff may request a change from ten (10) month to twelve (12) month payment if the request is made by September 20 of the school year.

17.8 Extra Work Details: Employees authorized extra work (i.e., down chain-marker, ticket taking, dance chaperoning) shall receive forty dollars (\$40.00) per activity or be compensated at the Washington State minimum wage for all hours worked, whichever is greater.

17.9 Specialized Positions: Paraeducators working in an assignment that requires additional training due to the disability of the student(s) they will be working with as directed by the District or at the daycare program at Centralia High School will receive an additional \$.50 an hour in hourly compensation.

17.10 Multi-Lingual: Paraeducators who fluently speak, write, and read Spanish will receive an addition \$.50 an hour in hourly compensation.

Exhibit "A"

CENTRALIA SCHOOL DISTRICT
Paraeducator Voluntary Training Request

Paraeducators interested in training opportunities occurring outside of their scheduled shifts are invited to request compensation for such trainings using this form. Paraeducators shall be paid at their applicable rate of pay.

Instructions:

1. Complete the request portion of this form and submit it to your supervisor for approval consideration **at least 3 days prior to the training you wish to attend.**
2. If approved, take this form with you to the training and have the presenter sign the bottom portion of this form.
3. Return the completed form to your building supervisor for processing within 5 days of the completion of your training event.

Name: _____ Building: _____
Position: _____ Employee #: _____
Name of training requested: _____
Date: _____ Location: _____
Times: _____ Total Hours Requested = _____ Hours

Please explain how this training relates to your role and what specific knowledge/skills you hope to obtain or improve through this opportunity: _____

Building Supervisor Reason for Denial: _____

Building Supervisor Approval: _____ / _____
Signature Date

Account code to be charged: _____

Attendance Verification: _____ / _____
Presenter Signature Date

Original – Employee	Pink – Building	Yellow - District
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