

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Camas School District #117

AND

**Public School Employees of
Camas**

SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2013

Public School Employees of Washington
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PREAMBLE

This Agreement is made and entered into between Camas School District Number 117 (hereinafter "District" or "Employer") and Public School Employees of Camas School District (hereinafter "Association"), an affiliate of the Public School Employees of Washington State Organization.

The parties agree that it has been, and will continue to be, in their mutual interest and purposes to promote systematic and effective employee-management cooperation; to confer and negotiate in good faith, with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions; to promote effective methods for prompt adjustment of differences; and to promote full and reasonable employee participation in such personnel areas as are within the jurisdiction of the Employer.

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:

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ARTICLE I

RECOGNITION

Section 1.1. The School Board and the Superintendent of the District recognize the Association as the exclusive bargaining representative of all the classified employees in the following job classifications: Custodial, Field Maintenance, Maintenance, Transportation, Food Service, Paraprofessionals, Crossing Guards, and Professional Technical for the purpose of consulting and negotiating on appropriate matters applicable to any and all employees within the bargaining unit: except; an Administrative Assistant, Transportation and Maintenance Supervisors, Food Service Supervisor, and/or Board Clerk whose duties imply a confidential relationship to the School Board and/or Superintendent.

Section 1.2. The Association recognizes the Board of Directors as the elected representatives of the citizens of the District, as the employer of the classified personnel, and as such makes final determination of all policies or negotiated agreements.

Section 1.3. Substitute employees working more than twenty (20) consecutive days or thirty (30) days during any single fiscal year shall be considered regular part-time employees and shall be included in the contract in Article XVI, Article XVII, Article XX, Article XXII, and Schedule A. Substitute employees will be entitled to ninety percent (90%) of Step 1 in Schedule A for wages. It will be the responsibility of PSE to sign up the substitutes for membership and provide the Payroll Department with the appropriate paperwork.

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ARTICLE II

APPROPRIATE MATTERS FOR NEGOTIATION

Section 2.1. It is understood and agreed by the parties hereto that matters appropriate for negotiations between the parties shall relate to salaries, hours, working conditions, and grievance procedures. Any new policies, or supplementary agreements adopted by the District that are applicable, will become part of this Agreement, along with the existing policies. Any supplementary policies that are adopted by the District shall be consistent with this Agreement, and with the Public Employees' Collective Bargaining Act. Individual policies and supplementary agreements may be revised, or new policies proposed at any time if there is recognition of and/or consent by both parties of a need for change or for new policies or agreements.

Section 2.2. The District agrees that notice of principal requests for waivers pursuant to E2SHB 1303 will be provided to the union. The union will receive the notice no later than two (2) weeks prior to the first consideration of such waiver request by the school board.

Section 2.3. Negotiation Procedures.

Section 2.3.1. In preliminary meetings, where proposals are being clarified, costs determined, etc., up to five (5) PSE representatives may attend and participate in meetings with the superintendent and/or his designated agents. More than five (5) PSE representatives may attend when mutually agreed.

Section 2.3.2. The Superintendent will serve as Chief Negotiator for the Board in proposed policy, or change of policy. However, he may delegate this responsibility to whomever he/she or the Board feels is appropriate.

Section 2.3.3. When more formal negotiations to iron out differences begin, the representatives on the negotiating teams will be limited to five (5), plus a designated chairman (chief negotiator) for each team; provided, that if meetings set during working hours, up to two (2) employees shall be compensated for time in attendance. More than five (5) PSE representatives may attend when mutually agreed.

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ARTICLE III

RIGHTS OF THE EMPLOYER

Section 3.1. 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, evaluate, 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 3.2. 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.

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ARTICLE IV

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RIGHTS OF EMPLOYEES

Section 4.1. 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. The District shall not interfere, restrain, coerce, or discriminate against employees within the District to encourage or discourage membership in any employee organization.

Section 4.2. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives.

Section 4.3. An Association representative may act as a spokesperson on behalf of an employee upon request of such employee when she/he meets with a supervisor or other representatives of the District.

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1 **Section 4.4.** Employees, upon request, have the right to inspect, at reasonable times, all contents
2 of their complete personnel file kept within the District; provided, however, a District employee
3 shall be present at all times. Each employee's personnel file shall contain the following minimum
4 items of information: application, educational records, references, and evaluations. Any other
5 material other than minimum required items of information shall be shown to the employee before
6 being placed in the file. Evaluations will be conducted at least once annually and placed in the
7 employee's personnel file. An Association member shall not evaluate another Association member
8 with respect to employment performance. Upon request, a single copy of any document(s) shall be
9 provided to the employee. Materials from the personnel file reviewed by an employee and judged
10 by the employee to be derogatory to his/her conduct, service, character, or personality may be
11 answered and/or refuted in writing. An employee may request the removal of derogatory material
12 after three (3) years by notifying the superintendent. The superintendent may maintain the material
13 in the file beyond the three (3) years in special cases, and notice shall be given to the individual
14 and Association. Such written response shall become a part of the written personnel records and
15 kept in the file.

16
17 **Section 4.4.1.** In order for the District to be in compliance with the Americans with
18 Disabilities Act (ADA), a separate medical information file will be kept for each classified
19 employee beginning July 26, 1992. Such file will contain such sensitive information as
20 immunization history, health related cards, and information on medical history, and/or medical
21 releases, etc. This medical information file will insure confidentiality of sensitive information
22 regarding the employee.

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24 **Section 4.5.** No employee shall be denied any legal right granted under Federal, State, County or
25 local law or regulation.

26
27 **Section 4.6.** Employees shall be entitled to full rights of citizenship. The Parties shall not
28 discriminate against any employee because of membership or non-membership in the Association,
29 domicile, race, creed, religion, color, national origin, age, sex or marital status. The Camas Public
30 School Employees of Washington (PSE) assures the Camas School District that its labor union will
31 comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking
32 employment opportunities will be considered and will not be discriminated against on the basis of
33 race, color, national origin, sex or handicap. This is in accordance with Title VI of the 1964 Civil
34 Rights Act; Section 504 of the Rehabilitation Act, 1973 as amended; and Title IX/RCW 28A.640
35 of the Educational Amendments of 1972, as amended.

36
37 **Section 4.7.** The parties agree that the primary purpose of video cameras installed on buses is to
38 maintain student discipline. Employees and their representatives will be allowed to review the
39 tape(s) of the in-bus video camera when there is an issue of student or employee misconduct. The
40 driver's permission will be obtained before tapes are used for driver training.

ARTICLE V

RIGHTS OF THE ASSOCIATION

Section 5.1. The Association shall promptly be notified by the District of any grievances or written 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 5.2. Representatives of the Association, upon making their presence known to the central office, 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 5.3. Bulletin Boards. The District shall provide a bulletin board space in each school for the use of the Association. The bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Association of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

Section 5.3.1. The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 5.4. Labor Management Committee. The Executive Board of the Association will meet with the superintendent of the District or the superintendent's representatives on a mutually agreeable regular basis to discuss contractual matters.

Section 5.5. Time during working hours will be allowed two (2) 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 5.6. The President of the Association and designated Union officials will be provided time off with loss of pay to a maximum of ten (10) days per year to attend to PSE of Camas union business.

Section 5.7. Swing shift personnel shall be allowed to attend PSE meetings, with the permission of the Building Supervisor, for a maximum of ninety (90) minutes per meeting provided their building is left secured, and provided further that they shall complete the total hours designated for their shift.

1 **Section 5.8.** On or before the first day of October of each year during the term of this Agreement,
2 the District shall provide Public School Employees of Washington with the name, classification,
3 hire date, and rate of pay of each employee. At the time of hire, the same information will be
4 provided to the Association with respect to each newly hired PSE employee.
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6 **Section 5.8.1.** The names and cumulative days worked by substitute or temporary employees
7 shall be provided to the Union on a monthly basis.
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11 **ARTICLE VI**

12 **GRIEVANCE PROCEDURE**

13 **Section 6.1.** Grievances or complaints arising between the District and its employees within the
14 bargaining units defined in Article I herein, with respect to matters dealing with the interpretation
15 or application of the terms and conditions of this Agreement, shall be resolved in strict compliance
16 with this Article.
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19 **Section 6.1.1.** Every effort is to be made to discuss and settle problems before going through
20 the formal grievance procedure. An individual may exercise his or her right to appear before the
21 immediate supervisor, an administration officer or the School Board without going through the
22 formal grievance procedure.
23

24 **Section 6.2. Grievance Steps.**

25 **Section 6.2.1.** The employee shall first discuss the grievance with his/her immediate
26 supervisor. If the employee wishes, he/she may be accompanied by an Association representative
27 at such discussion. All grievances not brought to the immediate supervisor in accordance with the
28 preceding sentence within twenty (20) working days of the occurrence, or knowledge of the
29 occurrence, the grievance shall be invalid and subject to no further processing.
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32 **Section 6.2.2.** If the grievance is not resolved to the employee's satisfaction in accordance
33 with the preceding subsection, the employee shall reduce to writing a statement of the grievance
34 containing the following and submit it to the immediate supervisor within ten (10) working days of
35 the discussion with the immediate supervisor:
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- 38 A. The facts on which the grievance is based;
 - 39
 - 40 B. A reference to the provisions in this Agreement, which have been allegedly violated; and
 - 41
 - 42 C. The remedy sought.
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44 The employee shall submit the written statement of grievance to his immediate supervisor for
45 reconsideration. The parties will have ten (10) working days from submission of the written
46 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If
47 an agreeable disposition is made, all parties to the grievance shall sign it.
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1 **Section 6.3.** If no settlement has been reached within the ten (10) days referred to in the preceding
2 subsection, and the Association believes the grievance to be valid, a written statement of grievance
3 shall be submitted within ten (10) working days to the District Superintendent or his designee.
4 After such submission, the parties will have ten (10) working days from submission of the written
5 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If
6 an agreeable disposition is made, all parties to the grievance shall sign it.

7
8 **Section 6.4.** The Grievant and the Association have the option that if no settlement has been
9 reached within the ten (10) days referred to in the preceding subsection, and the Association
10 believes the grievance to be valid, a written statement of grievance shall be submitted to the
11 superintendent for mediation within ten (10) working days. The District and the Association will
12 utilize the services and procedures of the Public Employment Relations Commission.

13
14 **Section 6.5.** If no settlement was reached during mediation and the grievant believes the grievance
15 to be valid, the employee may demand arbitration of the grievance. The grievance may be
16 submitted by the Association to final and binding arbitration. If the parties fail to agree upon an
17 arbitrator, the Union shall request a list of seven (7) qualified neutrals from the Federal Mediation
18 and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt
19 of the list of arbitrators, representatives of the District and Union shall, within fifteen (15) calendar
20 days, select an arbitrator from said list.

- 21
22 A. The arbitrator shall have no power to add to, subtract from, or modify the provisions of
23 this Agreement in arriving at a decision of the issue or issues presented, and shall confine
24 his/her decision strictly to disputes involving the violation or interpretation of the express
25 terms of this Agreement. The arbitrator shall be without power or authority to make any
26 decision which requires the commission of an act prohibited by law or in violation of an
27 Attorney General opinion, unless the AGO is overruled by judicial action.
28
29 B. The arbitrator's decision shall be final and binding on the Union, the employee(s)
30 involved, and the District.
31
32 C. The fees and expenses of the arbitrator, the hearing room and court reporter, shall be
33 borne equally by both parties. All other expenses shall be borne by the party incurring
34 them and neither party shall be responsible for the expenses of witnesses called by the
35 other.
36
37 D. The arbitrator shall render his/her decision within thirty (30) calendar days following the
38 conclusion of the arbitration hearing or submission of any post-hearing brief.
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40 E. Grievance hearings shall be held at reasonable times and places that do not conflict with
41 the employee's working day unless otherwise mutually agreed.
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1 Time Limits. Unless time limits as set forth are extended by specific mutual agreement of the
2 District and the Union, the number of days within each step is the maximum. Failure on the part of
3 the District to act within the time limits will move the grievance to the next step automatically.
4 Failure of the grievant or Union to comply with any time limits specified in this procedure shall
5 constitute waiver of the grievance.

6
7 **Section 6.6.** The grievance or arbitration discussions shall take place whenever possible on school
8 time. The employer shall not discriminate against any individual employee or the Association for
9 taking action under this Article.

10 11 12 13 **ARTICLE VII**

14 15 **VACATIONS**

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17 **Section 7.1.** All full-time employees subject to this Agreement shall receive paid vacation. The
18 vacation shall be earned, vested, and used as designated in this Article.

19
20 **Section 7.2.** The paid vacation to which an employee shall be entitled shall be computed in
21 accordance with the following schedule.

22
23 **Section 7.2.1.** Upon completion of one (1) year of service with the District, each employee
24 shall receive ten (10) days for the previous year.

25
26 **Section 7.2.2.** Upon completion of five (5) years of service with the District, each employee
27 shall receive sixteen (16) days for the previous year.

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29 **Section 7.2.3.** Upon completion of ten (10) years of service with the District, each employee
30 shall receive twenty (20) days for the previous year.

31
32 **Section 7.2.4.** Upon completion of eighteen (18) years of service with the District, each
33 employee shall receive twenty-six (26) days for the previous year.

34
35 **Section 7.2.5.** Upon completion of twenty-five (25) years of service with the District, each
36 employee shall receive thirty (30) days for the previous year.

37
38 **Section 7.2.6.** The hire date, as established in the seniority section of the contract, shall be
39 used in determining prorated vacation for employees who are terminated, resign, or retire prior to
40 completion of a full year of service from the hire date in any year.

1 **Section 7.3.** The District agrees that for the terms of this agreement employees will make a written
2 request for vacation to the immediate supervisor at least two (2) weeks before the planned time or
3 within a lesser time frame if mutually agreed to by the supervisor and employee. Vacation will be
4 scheduled at the time of the employee request, whenever feasible, and shall be taken within the
5 reasonable limits of maintaining needed personnel for building coverage and/or work requirements.
6 The superintendent and supervisor will approve vacation schedules as early as possible.
7

8 **Section 7.3.1.** All full-time custodial employees shall be entitled to use vacation up to ten (10)
9 days per year, one day or more at a time during the school year, not more than five (5) days as student
10 attendance days, as approved by the supervisor or superintendent/designee based upon availability of
11 substitutes and coordination of work schedules. Vacation shall not be scheduled during the week
12 immediately following the close of school or two weeks prior to the opening of school. Any request for
13 an exception to these conditions shall be made to the employee's supervisor and shall state the need for
14 the exception. Exceptions may be made at the discretion of the supervisor and the superintendent/
15 designee. The decision of the superintendent/designee is final. The superintendent/designee and
16 supervisor will approve vacation schedules as early as possible.
17

18 **Section 7.3.2.** Employees may receive pay in lieu of vacations at District option. Employees
19 who are terminated shall be paid for accrued vacation at their present rate.
20

21 **Section 7.4.** Unused vacation may be carried forward for a maximum total of thirty (30) days with
22 prior approval to be filed in the District Administration Office. It must be understood by both the
23 Association and the District that only thirty (30) days can be paid at the time of retirement.
24 Employees can cash out up to ten (10) days each year for the purpose of reducing excess.
25

26 **Section 7.5.** Personnel who are laid off or on authorized leave of absence will, upon returning to
27 their former employment status with the District retain their former vacation rate of accrual. No
28 vacation time credit will accrue during their layoff or leave of absence.
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32 **ARTICLE VIII**

33 **HOLIDAYS**

34 **Section 8.1.** All full-time employees subject to this Agreement shall receive the following paid
35 holidays:
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| 38 | | |
| 39 | 1. New Year's Day | 7. Veterans' Day |
| 40 | 2. Martin Luther King Birthday | 8. Thanksgiving Day |
| 41 | 3. President's Day | 9. Day after Thanksgiving |
| 42 | 4. Memorial Day | 10. Christmas Day |
| 43 | 5. Independence Day | 11. Day after Christmas |
| 44 | 6. Labor Day | |
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1 **Section 8.2.** Part-time employees subject to this Agreement shall receive the following paid
2 holidays.

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|---|--------------------------------|---------------------------|
| 3 | | |
| 4 | 1. New Year's Day | 6. Veterans' Day |
| 5 | 2. Martin Luther King Birthday | 7. Thanksgiving Day |
| 6 | 3. President's Day | 8. Day after Thanksgiving |
| 7 | 4. Memorial Day | 9. Christmas Day |
| 8 | 5. Labor Day | 10. Day after Christmas |
| 9 | | |

10 **Section 8.3.** Should any of the holidays listed above fall on a Saturday or Sunday, then either
11 Friday or Monday would be observed if these would be non-school days, or the superintendent
12 shall arrange to add paid vacation time. The individuals that work one (1) or two (2) days per
13 week will need to work the day before and the day after that holiday to be paid for that holiday.

14 **Section 8.4. Worked Holidays.** Employees who are required to work on the above described
15 holidays shall receive the pay due them at two (2) times their base rate for all hours worked on
16 such holidays.

17 **Section 8.5. Holidays During Vacation.** Should a holiday occur while an employee is on
18 vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the
19 holiday as such.

20 **Section 8.6.** The employee, to be eligible for holiday pay, must have worked the scheduled day
21 before and the next scheduled working day following that holiday, unless excused by the
22 employer, except, an employee who has at least one (1) year's experience shall be eligible for
23 Labor Day by working the next scheduled day after the holiday in case school begins after Labor
24 Day.

25 26 27 28 29 30 31 **ARTICLE IX**

32 33 **LEAVES**

34 **Section 9.1. Attendance Incentive Program.** Employees who arrive at work on time, work their
35 full schedule each day, and have perfect attendance on all 180 student attendant days will receive a
36 monetary bonus of \$100. Employees will be recognized at the end of the school year and will receive
37 the bonus on their June pay warrant. Absences due to inclement weather, FMLA, military,
38 bereavement, or judicial leave will not be counted against an employee for the purpose of receiving
39 this bonus.

40
41 **Section 9.2. Sick Leave.** A sound sick leave policy for the Camas Public Schools is dependent
42 upon a clear understanding by all staff members that sick leave is a wage continuation plan to
43 provide income in times of absence due to illness. It is not compensation for services. Sick leave
44 provisions for all employees shall be in accordance with State law, which includes family care,
45 personal illness, injury, emergency leave and temporary disability.

1 **Section 9.2.1.** The District shall follow the requirements of RCW 28A.400.300 in assigning
2 compensated leave for illness, injury and emergency. PSE employees will receive annual compensated
3 leave for illness, injury, and emergencies at a rate not to exceed twelve (12) days per year. Everyone
4 the same. The District shall project the number of compensated annual leave for illness, injury and
5 emergency at the beginning of the school year. The employee shall be entitled to the projected number
6 of annual compensated leave for illness, injury and emergency at the beginning of the school year.
7 Such annual compensated leave for illness, injury and emergency not taken during the year shall be
8 accumulated up to a limit allowed by statute (RCW 28A.400.300). At the time of separation from
9 employment, an employee who is eligible pursuant to the provisions of RCW 28A.400.210 shall
10 receive remuneration at a rate equal to one day's current monetary compensation of the employee for
11 each four (4) days accrued leave for illness, injury and emergency.
12

13 The District shall allow an employee to use a choice of his/her accrued sick or other paid leave to care
14 for a child of the employee under the age of eighteen (18) with a health condition that requires
15 treatment or supervision, a child of the employee who is over the age of eighteen (18) who is incapable
16 of self-care, or a grandchild who is a dependent of and living with the employee if the dependent is
17 under the age of eighteen (18) with a health condition that requires treatment or supervision; or a
18 spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an
19 emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.265. An
20 employee may not take advance leave until it has been earned. The District shall not discharge,
21 threaten to discharge, demote, suspend, discipline or otherwise discriminate against an employee who
22 uses this leave.
23

24 **Section 9.2.1.1.** If an employee is unable to report to work because of illness or an
25 emergency, they must follow the call-in procedures as established by their building administrator
26 or supervisor. For positions that require a substitute employee, the employee must enter the
27 absence as soon as possible into the AESOP sub finding system, and also follow the procedures
28 established by the building administrator. Employees will be limited to not more than two (2)
29 notifications: one into AESOP and one phone call.
30

31 **Section 9.2.2.** Personnel claiming sick leave benefits due to illness or injury for more than
32 five (5) consecutive days may be required to submit a written statement from a physician which
33 outlines the need for the continued absence. For absences of less than five (5) days due to illness
34 or injury, a physician's statement may also be required at the option of the administration.
35

36 **Section 9.2.3.** Personnel are limited to two (2) days of sick leave for emergency purposes.
37 An emergency is a situation or adversity of such a nature that preplanning is not possible.
38 Emergency leave cannot be used where good judgment would dictate that the matter could and
39 should have been dealt with in some other manner. Emergency leave may not be used for vacation
40 periods or extensions thereof, recreational outings, or for business or social appointments, or for
41 matters of personal convenience. An employee who finds it necessary to be absent from assigned
42 duties by reason of emergency will notify the appropriate supervisor at the earliest possible
43 moment.
44

45 **Section 9.2.4.** Employees will be required to sign a statement verifying the day or days and
46 the date or dates, the specific reason for the absence, and who, if anyone, substituted for them.
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1 **Section 9.2.5.** Employees who have accrued sick leave while employed by another public
2 school District in the State of Washington shall be given credit for such accrued sick leave upon
3 employment by the District and verification provided by the employee from their previous District.
4

5 **Section 9.3. Bereavement Leave.** Bereavement leave for each death in the immediate family, up
6 to four (4) days bereavement with full pay, will be granted for each occurrence in the employee's
7 immediate family. In cases where emergency factors or travel problems are involved, the
8 employee may request up to two (2) additional days leave to be deducted from emergency leave.
9 Immediate family is defined to include mother, father, sister, brother, husband, wife, son, daughter,
10 son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law,
11 grandchild, grandparents, aunt, uncle, step-father, step-mother, niece, nephew, or anyone who has
12 permanently lived with or was considered part of the family nucleus. The four (4) days of
13 allowable bereavement leave shall not be deducted from sick leave.
14

15 **Section 9.4. Federal Family Leave.** The parties agree to abide by the provisions of the Federal
16 Family Leave Act.
17

18 **Section 9.5. Maternity Leave.** In accordance with WAC 162.30.020, a woman is entitled to take
19 a Leave of Absence for childbirth for a reasonable length of time and thereafter return to the same
20 or similar position consistent with the School District's policy on temporary disability.
21

22 Upon application, the District shall grant maternity leave for the time an employee is disabled due
23 to pregnancy. The following guidelines will apply:
24

- 25 A. The employee will be allowed to work as long as she is capable of performing her job
26 and as long as her health care professional concurs.
- 27
- 28 B. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and
29 recovery wherefrom are, for all job-related purposes, considered disabilities.
- 30
- 31 C. To be entitled to maternity leave, a woman shall inform the administration at least
32 thirty (30) days in advance of her intention to take leave, the approximate time she
33 expects to return to work, and, within thirty (30) days after childbirth, shall inform the
34 administration of the specific day when she will return to work.
- 35
- 36 D. The employee will be required to supply a health care professional release indicating the
37 duration of the disabled period. The employee may use any accrued sick leave or
38 unpaid leave during the period of disability.
- 39
- 40 E. Family leave or a leave of absence can be requested in accordance with board policy
41 and contract provisions.
42

43 **Section 9.6. Adoption Leave.** Upon written application to the superintendent or designee,
44 adoption leave without pay may be granted for up to one (1) year to an employee for the care of a
45 newly adopted child. If such adoption leave is granted, the employee shall notify the
46 superintendent and his/her immediate supervisor as soon as possible of his/her intention to take
47 adoption leave and the planned time for commencement of that leave.
48

1 **Section 9.7. Paternity Leave.** A male employee, upon request, shall be granted up to two (2)
2 days with pay (the days shall be deducted from sick leave) and two (2) additional days without pay
3 if desired, on or about the date of the birth of his child.

4
5 **Section 9.8. Judicial Leave.** In the event an employee is summoned to serve as a juror, or appear
6 as a witness in court related to their District employment, or is named as a codefendant with the
7 District, such employee shall receive a normal day's pay for each day of required presence in court;
8 provided, however, that any compensation received for such service shall be deducted from such
9 pay. Such deduction shall not exceed the employee's normal daily pay less bona fide expenses. In
10 the event that an employee is a party in a court action, such employee may request a leave without
11 pay.

12
13 **Section 9.9. Leave Of Absence.**

14
15 **Section 9.9.1.** Upon recommendation of the superintendent, and approval of the Board of
16 Directors, an employee may be granted an unpaid leave of absence for a period not to exceed one
17 (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional
18 year may be granted. The general purpose of a request for a one year leave of absence would be
19 for a personal or family illness, child rearing, recuperation, or civic duty, or the death of a close
20 family member, or other acceptable purpose as determined by the board.

21
22 **Section 9.9.2.** The returning employee will be assigned to the same or similar position
23 occupied before the leave of absence. Employees hired to fill positions of employees on leave of
24 absence will be hired for a specific period of time, during which they shall be subject to all
25 provisions of this Agreement. It shall be the responsibility of the employer to inform replacement
26 employees of these provisions.

27
28 **Section 9.9.3.** The employee will retain accrued sick leave, vested vacation rights, and
29 seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority
30 shall not accrue while the employee is on leave of absence; provided, however, that if such leave is
31 approved for job related injury, seniority shall accrue.

32
33 **Section 9.10. Short-Term Unpaid Leave.** Approval of requests for unpaid leave of up to five (5)
34 days will be at the discretion of the superintendent or his/her designee. Unpaid leave will not be
35 granted if the employee has unused or unapproved personal or vacation leave at the time of the
36 request. All personal and vacation leave must be taken or prior approved for use before an
37 employee will be given consideration for short-term unpaid leave. Employees must request this
38 unpaid leave at least five (5) days prior to the occurrence. Requests for more than five (5) days of
39 unpaid leave will be made to and approved at the discretion of the School Board. Requests to the
40 School Board must be made in time for consideration at regularly scheduled Board meetings.

1 **Section 9.11. Personal Leave.** Three (3) days personal leave are provided for personal business,
2 legal proceedings, or family matters which cannot be conducted outside of working hours. For the
3 third day, which is not cumulative, employees will pay for the substitute at the substitute rate.
4 Whenever possible all personal leave requests will be made to the supervisor at least five (5)
5 working days in advance of the intended leave. The District shall allow two (2) classified
6 employees per building/department to use personal leave before or after a holiday or vacation;
7 provided, that if substitutes are needed, a substitute can be secured in advance. Personal leave
8 may not be used during the first or last five (5) student attendance days without approval (reason
9 must be presented) by the superintendent. Unused personal days will be sold back to the District at
10 the full rate of pay. Upon written request, an employee may roll to the next school year two (2)
11 unused days of personal leave up to a limit of five (5) total days of accumulation.

12
13 **Section 9.12. Industrial Accident.** It is recognized that the payments received as compensation
14 by an employee injured on the job under circumstances bringing him/her within the coverage of
15 the Workmen's Compensation Act of the State of Washington are less than the regular wage
16 payments received by the employee.

17
18 In the case of any on-the-job injuries which are covered by State Industrial Insurance under the
19 Workmen's Compensation Act of the State of Washington, the District will, at the employee's
20 option, pay to such injured and disabled employee out of his/her accumulated sick leave an
21 allowance equal to the difference between the State Workmen's Compensation benefits and the
22 employee's regular straight-time gross pay, less statutory deductions beginning at the time of
23 injury or disability and continuing until the accumulated sick leave entitlement is completely
24 expended. If the employee is still injured or disabled after his/her earned sick leave allowance is
25 expended, the employee will revert to only the pay coverage afforded by State Workmen's
26 Compensation Insurance.

27
28 In order to receive benefits under this section, employees may be required, at the discretion of the
29 District and at District expense, to submit evidence in writing from a duly licensed medical
30 examiner as determined by the District that, in the opinion of the examiner the employee was
31 physically unable to return to work on the day or days for which benefits are claimed.

32
33 **Section 9.13. Employee's Right to Return to Work.** An employee who is off work due to an
34 Industrial Accident shall be able to report back to work with a one (1) day notice to the District. If
35 employee is released for light duty, the District shall provide light duty work compensated at the
36 employee's normal rate of pay from Schedule A for a time period not to exceed thirty (30) days, at
37 the same rate as he/she was making prior to the injury. This period may be extended if there is
38 mutual agreement between the employee and the District.

39
40 **Section 9.14. Military Leave.** Military leave of absence shall be granted to classified employees as
41 required by law. Such military leave shall be in addition to any vacation or sick leave to which the
42 employee might otherwise be entitled, and shall not involve any loss of pay. The leave shall not be
43 granted in excess of fifteen (15) days during each year beginning October 1 and ending the following
44 September 30. Employees shall notify their immediate supervisor of the intended military leave and a
45 copy of the military orders shall be submitted in advance of the leave to the Classified Personnel
46 Department.

1 **Section 9.15. Leave Sharing.** The District agrees to adopt a sick leave-sharing program for classified
2 staff in accordance with requirements of RCW 28A.400.380 and WAC 392-126-006 through
3 WAC 392-126-104 and School District Policy 5328.

4
5 Leave sharing shall be in accordance with the Washington State Leave Sharing Program as established
6 under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and as set forth in
7 Chapter 41.04 RCW.

- 8
9 1. The employee must suffer from, or have a relative or household member suffering from, an
10 extraordinary or severe illness, injury, impairment, or physical or mental condition which
11 has caused or is likely to cause the employee to take leave without pay or terminate his/her
12 employment. Documentation is required from a licensed physician or other authorized
13 health care practitioner verifying the severe or extraordinary nature of the condition, the
14 employee's required absence, a description of the medical problem, and expected date of
15 return-to-work status.
- 16
17 2. The employee has been called to service in the uniformed services, including voluntary or
18 involuntary service, in the armed forces, the National Guard, the commissioned public
19 health services, the Coast Guard, or any other category of persons designated by the
20 President of the United States in time of war or national emergency.
- 21
22 3. The employee has depleted all of his/her eligible leaves.

23
24 A twelve (12) month employee may donate annual leave (vacation) provided the donation does not
25 cause the vacation leave balance to fall below ten (10) days.

26
27 All employees may donate sick leave provided the transfer will not cause the employee's sick leave
28 balance to fall below one hundred seventy-six (176) hours after the transfer.

29
30 **Section 9.16. Inclement Weather.**

31
32 **Snow Days:**

- 33
34 1) School year employees will make up missed days due to inclement weather per the established
35 annual school District calendar.
- 36
37 2) Employees who work year round (260 days) will report to work as soon as it is safe. Year
38 round employees who are not able to come in can use personal, vacation, or emergency leave to
39 cover the vacancy.

40
41 **Late Starts due to inclement weather or other unforeseen school District emergencies:**

- 42
43 1) Full time, 260 day employees: Report to work as soon as possible as conditions allow. If an
44 employee is not able to report to work on time, they can use vacation, emergency leave,
45 personal leave, or arrange with their supervisor to make up the time lost during the current or
46 the next pay period. Employees should record these hours appropriately on their time sheet.

- 1 2) School-year employees in schools: Report to work in accordance with the late start schedule
2 unless other arrangements have been made with your building administrator. Employees can
3 use emergency leave or personal leave to cover the time loss, or can arrange with their building
4 administrator to make up the time loss during the current or next pay period. The building
5 administrator will determine what duties the employee can do to make this time up.
6 Employees should record these hours appropriately on their time sheet.
7
- 8 3) Bus Drivers: Drivers who lose a route due to late starts can use emergency or personal leave to
9 cover the lost route, or, they can arrange with the transportation director to perform other duties
10 that support transportation operations during the current or next pay period. Drivers should
11 record these hours appropriately on their time sheets.
12
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14

15 **ARTICLE X**

16 **INSURANCE AND MEDICAL EXAMINATIONS**

17 **Section 10.1.**

- 18
19
20
- 21 A. Each employee working 20 hours per week or more shall be entitled to a pro rata share
22 of funds generated consistent with FTE hours, which will be put into the insurance pool.
23 Employees working 20 hours or more per week shall be eligible for insurance coverage.
24
- 25 B. Any funds not used by the individual employees shall be placed in a pool. This pool
26 shall be used to supplement basic benefits for the employee and his/her dependents.
27 This pool shall be set during open enrollment and shall be adjusted two (2) times per
28 year, February and May. Increases and decreases in FTE and personnel changes will be
29 calculated at these times.
30
- 31 C. Two insurance programs will be provided for employees as agreed upon by the
32 Association. The plans will be reviewed each year of the Agreement.
33
- 34 D. The District shall pass through all State funds allocated for insurance. The District shall pay
35 the full amount of the carve-out amount as determined by the State for contribution to the
36 Washington State Health Care Authority, for the term of this Agreement.
37

38 **Section 10.2.** The District maintains personal liability insurance in the amounts of \$1,000,000 per
39 occurrence to \$3,000,000 aggregate and property damage insurance in the amount of \$1,000 per
40 occurrence to \$50,000 aggregate for each employee covered by this Agreement while performing
41 his/her duties for the District.
42

43 **Section 10.2.1.** The District shall pursue claims and abide by the provisions of EHB 2487
44 regarding the \$150,000 death benefit.
45
46
47
48

1 **Section 10.3.** When health examinations are required by the District, cost of same shall be paid by
2 the District, unless such service is available at no charge through the regional Health Department.
3 The District has the right to specify the health service or M.D. to perform the examination.
4

5 **Section 10.4.** The District shall make required contributions for State or local Industrial Insurance
6 on behalf of all employees subject to this Agreement.
7
8
9

10 **ARTICLE XI**

11 **HOURS OF WORK AND OVERTIME**

12 **Section 11.1.** The normal work schedule shall consist of five (5) consecutive workdays, Monday
13 through Friday, except in unusual cases where work demands may require Saturday work. Sunday
14 work would be required only in cases of emergency or special rental assignment. For purposes of
15 administrative issues, the work week will be defined as Sunday through Saturday.
16
17

18 **Section 11.2.** Each employee shall be assigned a definite and regular shift and workweek, which
19 shall not be changed by the District without prior notice to the employee of ten (10) working days,
20 except in emergency situations. If an emergency situation develops, the reason for the shift change
21 will be discussed with the employee. If a position is temporarily vacated due to temporary illness,
22 this section would not apply, as employees typically shift positions to cover for the temporary
23 absence; i.e., food service, para-ed, etc.
24
25

26 **Section 11.3.** Each shift for full-time employees shall consist of eight (8) hours, 2080 hours per
27 year, with a fifteen (15) minute first half and a fifteen (15) minute second half work break or rest
28 period. Lunch periods shall be non-paid and in addition to the work shift.
29

30 **Section 11.3.1.** The District will follow the Fair Labor Standards Act regarding breaks.
31

32 **Section 11.3.2. Compensatory Time Off.** An employee may, at his/her option, request
33 compensatory time off in lieu of overtime compensation. Compensatory time, if granted, may be
34 accrued; provided, however, that records shall be maintained and there must be a reasonable
35 expectation that the employee will be provided an opportunity to expend the accrued time. The
36 District shall not solicit employees to accept compensatory time in lieu of other compensation.
37 Compensatory time in lieu of overtime as provided in this Article shall be accrued at the rate of
38 one and one-half (1-1/2) hours for each hour worked beyond eight (8) hours. Whenever possible,
39 employees will request to use compensatory time at least five (5) days before the occurrence.
40

41 Compensatory time not used by the last day of December and June will be paid to the employee at
42 the appropriate rate in January or July respectively. This is to encourage employees to use the time
43 accrued and/or to appropriately compensate them for overtime worked. Compensatory time earned
44 prior to 8/31/08 may be carried by the employee for future use.
45
46
47
48

1 **Section 11.4.** Transportation personnel shall be assigned driving times by the Transportation
2 Supervisor on the basis of routes and transportation requirements. All extra and mid-day runs such
3 as special education, preschool, kindergarten, shuttles, mail runs, etc. will be bid separately;
4 except, when home-to-school hour requirements need to be met. All drivers shall receive, in
5 addition to actual driving time, one-half (1/2) hour per day for the purpose of bus cleanup and bus
6 refueling and safety inspection; provided, however, that such one-half (1/2) hour will be granted
7 only after any useable layover time has been first used for this purpose. If a particular route
8 requires additional time above the one-half (1/2) hour granted because of refueling or other
9 requirements, the driver will be compensated when the additional time is required.

10
11 During regular runs, drivers will be paid their base hourly rate for required layover time in addition
12 to actual driving time. All drivers will be at their bus ten (10) minutes before each run to perform
13 the required safety checks. Drivers will be paid a minimum of four (4) hours per day for morning
14 and evening runs or five (5) hours per day when a noon run is included. If the assigned routes do
15 not require the minimum hours required, appropriate work will be assigned in order to complete
16 the minimum required work shift. If a driver elects to drive less than a full assignment, an
17 equitable daily minimum may be worked out with the driver.

18
19 **Section 11.4.1.** All bus routes shall be bid during summer break.

20
21 **Section 11.5. Extra Transportation Trips.** Driving time during extra trips shall be paid at the
22 base rate for all driving time and the base rate for all standby time subject to the provisions relative
23 to overtime hereinafter provided.

24
25 **Section 11.5.1.** Extra trips are those scheduled trips which take place outside the regular
26 school hours and require a driver to work in addition to regularly scheduled runs. Breakdowns,
27 accidents or traffic congestion which require an extra driver to respond to a scene do not qualify as
28 extra trips and will not be bid on as such. The District will use the first available resources.

29
30 **Section 11.5.2. Bidding Of Extracurricular Trips.** Extra trips shall be posted on the trip
31 board as soon as the travel request is received and recorded by the transportation department.
32 While posted on the trip board, drivers may bid by signing their name on lower portion of travel
33 request form. Approximately two (2) working days prior to trip departure, the travel request will
34 be removed from trip board, this closes the bidding and the driver assignment will be posted to the
35 assignment board. Assignments will be awarded to the most senior driver who will not be placed
36 in an overtime status by taking the extra trip. If the extra trip would place all interested drivers on
37 the list into an overtime status, then the trip will go to the most senior driver on the list prior to any
38 sub being used. In the event of illness, the trip will be assigned to the second senior driver signed
39 up.

40
41 If the extra trips interfere with a regular a.m. or p.m. route, the regular route shall be assigned to a
42 sub-driver.

43
44 For purposes of bidding for extra-curricular trips, only employees regularly employed as school
45 bus drivers will be used to fill driving assignments; PROVIDED, however, that the Supervisor of
46 Transportation may assign an extra trip to another driver on the basis of seniority if the senior
47 driver has an accumulated total of work hours which could present a safety problem.

1 Only drivers who attend the District sponsored annual in-service seminar on special education
2 transportation will be eligible to participate in special education transportation, including extra-
3 curricular trips transporting only special education students. All drivers indicating an interest in
4 attending shall be afforded such opportunity and will be paid their regular rate of pay for all hours
5 in attendance. This section is not applicable if the District finds that a particular situation exists
6 where a trained driver is not available.

7
8 **Section 11.5.3. Compensation for Extra Trips.** Driving time during extra trips shall be
9 paid at the base rate for all driving time and will be subject to the provisions relative to overtime
10 hereinafter provided. Designated standby time will be paid at the standby rate. Drivers shall be
11 notified of trip cancellations in a timely manner. In the event that a driver is not notified of a trip
12 cancellation, and timely notice would have allowed the driver to resume their regular run, the
13 driver shall be compensated for their regularly schedule run time. This excludes weather-related
14 cancellations.

15
16 **Section 11.5.4.** On overnight trips, meals and lodging will be provided by the District at the
17 rate established by District policy. Drivers may claim breakfast reimbursement on the first day of
18 an overnight trip when departure from the District is prior to 7:00 a.m. On the day when the driver
19 returns from an overnight trip, meals will be reimbursed using the guidelines for meal
20 reimbursement below.

21
22 On weekend day trips, meals will be reimbursed at the rate established by District policy utilizing
23 the guidelines for meal reimbursement below.

24
25 On extra-curricular trips scheduled on a regular school day, meals will be reimbursed by District
26 policy utilizing the guidelines below.

27
28 **Guidelines for Meal Reimbursement**

29	Breakfast	Trips departing prior to 7:00 a.m.
30	Lunch	Trips that take the driver away from the District and outside of a 25 mile radius 31 between the hours of noon to 1:00 p.m.
32	Dinner	Trips that conclude after 6:00 p.m.

33
34 **Section 11.6. Additional Cafeteria Responsibilities.** When cafeteria personnel are employed to
35 supervise extraordinary activities, such as use of kitchens by a community group, such employee shall
36 be paid at his/her experience level on the Head Cook schedule.

37
38 **Section 11.7. Alarm Call-In Procedures.** All alarm calls that occur while staff is on duty,
39 Monday through Friday, will be handled by the on-duty staff. Alarm calls that occur during time
40 periods when no staff is on duty will be handled in the following manner:

- 41
42 1. Maintenance staff will serve as the first responders based on weekly assignments done
43 according to the seniority list. In the event that an employee is on vacation or leave
44 during the assigned week, the employee shall forfeit that week with remaining
45 employees covering calls on an equal basis.
- 46
47 2. Interested custodians, by their schools, will serve as the second responders if no
48 member of the maintenance staff can be reached.

- 1 3. Warehousemen will serve as the third responders if no member of the custodial staff can
2 be reached.
3
4 4. The Director of Maintenance & Transportation will be the fourth responder if no
5 member of the warehouse staff can be reached.
6

7 Schedule for the rotating assignments will be posted by the Director of Maintenance and
8 Transportation or his designee on the maintenance bulletin board in clear view on a
9 yearly calendar.
10

- 11 5. The alarm monitoring company will be sent a copy of the assignment calendar
12 and will know the order in which to reach the on-call person.
13

14 **Section 11.7.1. Duty Calls.** A duty call is defined as any work other than the normal work shift
15 and workday, noncontiguous with the normal work shift or workday.
16

17 An alarm response duty call will be compensated as follows.
18

- 19 A. For call-backs occurring between the hours of 6:00 a.m. and 8:00 p.m., the employee will
20 receive a minimum of two and one-half (2 ½) hours pay for each duty call.
21
22 B. For call-backs occurring between the hours of 8:00 p.m. and 6:00 a.m., the employee will
23 receive a minimum of three (3) hours pay for each duty call.
24

25 For all other duty calls, the employee shall receive a minimum of two (2) hours pay for each duty call.
26

27 **Section 11.8.** In the event an employee is temporarily assigned by the District to work in a PSE
28 classification calling for a lower rate of pay, he/she shall be compensated at the rate established for
29 the PSE classification in which he/she is regularly assigned. If the employee chooses to work in a
30 lower classification, the employee will receive the lower rate of pay with the employee's steps and
31 longevity acknowledged. In the event an employee works in a higher PSE classification, he/she
32 shall receive compensation at the higher PSE classification rate according to his/her experience
33 step. When a PSE member chooses to perform work responsibilities in an area outside of the PSE
34 jurisdiction, they will be paid at the rate of pay as established by that contract and/or salary
35 schedule.
36

37 **Section 11.9. Overtime.** All hours worked in excess of eight (8) per day or forty (40) per workweek,
38 shall be compensated at one and one-half (1 ½) times the employee's hourly rate, except as provided in
39 the following subsection.
40

41 Paid holidays shall not be included when calculating hours worked.
42

43 **Section 11.9.1.** Bus drivers will be compensated at one and one-half (1 ½) times the
44 applicable rate for all hours worked, in excess of forty (40) hours per workweek. Any/all
45 employees agreeing to supplemental work outside of the bargaining unit will be compensated at
46 one and one-half (1 ½) times the applicable rate for all hours worked, in excess of forty (40) hours
47 per workweek.
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ARTICLE XIV

PROFESSIONAL DEVELOPMENT

Section 14.1. During the life of this Agreement, the District will provide \$10,000 per year for professional development. The money will roll over if not used. The Union will provide guidelines to follow in regard to the disbursement of funds (see appendix for guidelines).

Section 14.2. When participation, as determined by the District warrants particular courses or workshops, the cost and materials will be provided by the District.

ARTICLE XV

SENIORITY, PROBATION AND LAYOFF PROCEDURES

Section 15.1. The seniority of an employee in the bargaining unit shall be established as of the date on which the employee began continuous daily employment not the day that the board took action to hire (hereinafter "hire date") unless such seniority shall be lost as herein after provided.

Section 15.1.1. Each new hire shall remain in a probationary status for a period of sixty (60) working days following the hire date as defined in Section 15.1. The employee shall be evaluated thirty (30) days after being hired and given instruction as to how they are performing. During the probationary period, the District may discharge any employee at its discretion.

Section 15.1.2. At the completion of the probationary period, a new hire employee will have full seniority rights effective with the hire date and will be subject to applicable rights and duties contained in this Agreement retroactive to the hire date.

Section 15.2. The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for any reason contained in this Agreement;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 15.3. Seniority rights shall not be lost for the following reasons, without limitation:

- A. Time lost by reason of industrial accident, industrial illness or jury duty;
- B. Time on leave;

1 C. Time spent on other authorized leaves of absence, not to exceed one year; or

2
3 D. Time spent in layoff status.

4
5 **Section 15.4.** Seniority rights shall be effective within the general job classification. As used in
6 this Agreement, general job classifications are Custodial, Field Maintenance, Maintenance,
7 Transportation, Food Service, Paraprofessionals, Crossing Guards, and Professional Technical.

8
9 **Section 15.4.1.** Employees who transfer from one classification to another or fill new or
10 open positions pursuant to Article XV shall also serve a probationary period of thirty (30) working
11 days. During the probationary period the employee shall receive the regular rate of pay for which
12 the employee would be eligible; the District may, however, reassign the employee to his/her
13 previous job position anytime during the probationary period. The employee also has the right to
14 be reassigned to his/her previous job position upon request during the first ten (10) working days
15 of his/her new assignment.

16
17 **Section 15.4.2.** The District may hire an employee in two or more classifications provided
18 the hours do not conflict. The employer shall do everything possible to accommodate the employee
19 while attempting to schedule work. Such employees will be placed on both seniority lists and will
20 not be considered to be stacking time pursuant to Section 15.12.

21
22 **Section 15.5.** The employee with the earliest hire date shall have preferential rights regarding
23 open shift selection, vacation scheduling, promotions, overtime, and retention in layoffs.
24 Training, experience and seniority shall be criteria for filling all assignments to new or open
25 positions, within the bargaining unit. Training, experience and seniority shall be translated to
26 clearly documented objective measures as referenced in job descriptions, requirements and
27 evaluations. If all combined objective measures for training and experience are equal, seniority
28 shall be used as the deciding measure. When training and experience objectively indicate a less
29 senior person is more qualified, the administrator will provide written documentation of the
30 specific objective measures indicating the less senior person is more qualified due to training and
31 experience.

32
33 When considering training, the administrator will look at such things as education before and after
34 being hired by the school District, as well as participation in workshops, seminars and on-the-job
35 inservices specifically related to performance in the educational setting and to interpersonal skills.
36 Knowledge of statutory and program requirements of a public school system will also be
37 considered.

38
39 Experience will be determined by accounting for time spent successfully working in an educational
40 setting as well as time spent successfully working in the private sector. Although the total
41 experience will include the educational setting and private sector time, the length, type and
42 successful performance in an educational setting will have a higher priority. Seniority is calculated
43 using the time served within the PSE job classifications and titles.

1 **Section 15.5.1.** Currently employed para's, who are available and qualified, shall be used in
2 Special Ed to substitute before outside substitutes are called.

3
4 **Section 15.6.** The District shall publicize within the bargaining unit the availability of open
5 positions and their location as soon as is practicable after the District is apprised of the opening.
6 Open positions shall not be permanently filled by the District until interested employees have had
7 at least five (5) workdays to apply. During the summer months when school is not in session, the
8 District shall post new or open positions, and shall notify all association members by e-mail and
9 the District website posting. Employees may request to be notified of open positions in writing.
10 The requests for notification are to be submitted annually prior to the expiration of the school year.
11 Employees who request notification in writing must provide the District with self-addressed
12 stamped envelopes.

13
14 **Section 15.6.1.** Any position changed by less than one (1) hour or twenty-five percent (25%)
15 of the shift will not be opened until summer break.

16
17 **Section 15.6.2.** Any position changed by one (1) hour or more or twenty-five percent (25%)
18 of the shift will be opened at the time of the change.

19
20 **Section 15.6.3.** Seniority bidding during the summer will relate to any new or open position
21 which shall be identified by the District.

22
23 In the event an employee loses more than one (1) hour from his/her current assignment, or
24 experiences the elimination of his/her position, that employee may exercise his/her seniority
25 "bumping" rights as outlined below.

26
27 A. Employees may exercise their seniority "bumping" rights for assignments provided they:

- 28
29 1. Have prior successful experience in the specific position; or
30 2. Meet the current qualifications for the position; and
31 3. Possess greater seniority than employees who would otherwise be retained in the
32 position.

33
34 B. The following positions will be exempt from "bumping" unless the employee wishing to
35 "bump" occupies the same position or has held the same position in the past:

- 36
37 1. Special Education Paraprofessionals
38 2. Student Specific Special Education Paraprofessionals

39
40 A joint committee consisting of PSE and District leadership will be formed during the 2008-09
41 school year to evaluate the current paraprofessional summer bidding process with the goal of
42 creating a system that is less disruptive for both staff and students.

43
44 **Section 15.6.4.** The determination of whether or not qualifications have been met shall be
45 made by the District's evaluation of the employee's qualifications as they relate to the
46 qualifications enumerated in the job description.

1 **Section 15.6.5.** Any school year positions that become open after Spring Break will be filled
2 by a substitute for the remainder of that school year.

3
4 **Section 15.7. Layoff Procedures.** For purposes of layoff only: In the event an employee's
5 position is eliminated and that employee has contiguous previous experience in another
6 classification within the District, then that individual's combined seniority shall apply to the
7 previous job classification.

8
9 **Section 15.8.** In the event of layoff, employees so affected are to be placed on a reemployment list
10 maintained by the District according to seniority within the classifications affected by such layoff.
11 In the event that the District reestablishes the layoff positions or makes additional classified
12 positions available, such employees are to have priority, by seniority, in filling any opening within
13 the classification(s) held prior to layoff, except as otherwise limited in this Article. Names shall
14 remain on the reemployment list for two (2) years.

15
16 **Section 15.8.1.** Individuals whose names are on the reemployment list, who elect to accept a
17 position with the District which is substantially less than the position previously held, shall remain
18 an active name on the reemployment list.

19
20 **Section 15.8.2.** Employees on layoff status shall have first option at daily work by seniority.
21 These employees shall be paid at Step 1 within the classification they are currently working. Within
22 the AESOP sub finding system, the District will create a preferred sub list that gives preference to staff
23 on layoff status who wish to sub.

24
25 **Section 15.9.** An employee on layoff status shall file his/her address in writing with the personnel
26 office of the District and shall thereafter promptly advise the District in writing of any change of
27 address.

28
29 **Section 15.10.** An employee shall forfeit rights to reemployment as provided in Section 15.11, or
30 if he does not respond to the offer of reemployment within fifteen (15) days.

31
32 **Section 15.11.** An employee on layoff status who rejects a written offer by the District in writing
33 of reemployment forfeits seniority and all other accrued benefits, provided that such employee is
34 offered a position substantially equal to that held prior to layoff.

35
36 **Section 15.12. Stacking of Time.** During the school year employees will be allowed to bid on
37 open positions and stack new hours on to their existing assignment as long as the following
38 conditions are met.

- 39
40 A. The new hours will in no way create a program scheduling conflict.
41
42 B. The supervisors of both affected programs agree to the stacking arrangement.
43
44 C. It is understood that the new hours added are to be considered temporary hours, with
45 that position reopening over the summer months.
46
47 D. Stacked positions must be within the same classification.
48
49

1 **Section 15.13.** With respect to seasonal PSE employment, the District will post all seasonal work
2 on the District employment website and will send via e-mail all seasonal postings to PSE members.
3 PSE members who meet the qualifications of the position will have the first right of refusal to the
4 position(s), by seniority, provided they meet the qualifications of the position. The District will
5 provide, at the employee's request, information pertaining to non-bargaining unit, seasonal,
6 temporary employment. Employees can request notifications to be mailed to them by providing the
7 District with self-addressed stamped envelope(s) to the human resource office prior to the end of
8 the school year. Information will be supplied to the employee in ample time for application.

9
10 **Section 15.14.** All notices of non-bargaining unit classified positions shall be sent to the PSE
11 President for distribution.
12
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14

15 **ARTICLE XVI**

16 **MAINTENANCE OF MEMBERSHIP**

17
18
19 **Section 16.1.** Each employee subject to this Agreement, who, on the effective date of this
20 Agreement, is a member of the Association in good standing shall, as a condition of employment,
21 maintain his or her membership in the Association in good standing during the period of this
22 Agreement.
23

24 **Section 16.2.** All employees in classifications subject to this Agreement who are not members of
25 the Association on the effective date of this Agreement and all employees in classifications subject
26 to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall,
27 as a condition of employment, become members in good standing of the Association within thirty
28 (30) days of the effective date of this Agreement or within thirty (30) days of the hire date,
29 whichever is applicable. Such employee shall then maintain his membership in the Association in
30 accordance with the previous section.
31

32 **Section 16.3.** Notwithstanding the provisions of the probationary period contained in this
33 Agreement, the parties recognize that an employee should have the option of declining to
34 participate as a member in the Association, yet contribute financially to the activities of the
35 Association in representing such employee as a member of the collective bargaining unit.
36 Therefore, as an alternative to membership requirements in Sections 16.1 and 16.2, an employee
37 who declines membership in the Association may pay to the Association each month a service
38 charge as a contribution towards the administration of this Agreement in an amount equal to the
39 regular monthly dues. This service charge shall be collected by the Association in the same
40 manner as monthly dues.
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ARTICLE XIX

MEMBERSHIP VISIT ON THE JOB

Section 19.1. Visitation rights shall be granted to the designated representative of Public School Employees of Washington, to visit with the employees in the bargaining unit for the purposes of grievance procedures and/or general information. The visiting delegate shall notify the District of his arrival, and the purpose of the visitation.

ARTICLE XX

SALARIES

Section 20.1. Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 20.1.1. Should the date of execution of the Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 20.2. Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Section 22.2. 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 20.3. Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement. To be eligible for an increment advancement, an employee must have worked at least one-half (1/2) of the preceding work year.

Section 20.3.1. Any employee who changes job positions or classifications shall receive full longevity credit regarding step placement on Schedule A.

Section 20.4. A new employee may apply to be placed on an advanced step of the salary schedule by being allowed credit for previous similar experience.

Section 20.5. The District will communicate any changes in an employee's rate of pay as a result of extra bus trips, overtime, or a change in job classification to the employee.

Section 20.6. Swing and Day Custodians who change job positions within their classifications shall receive full longevity credit regarding step placement on Schedule A.

Section 20.7. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive an accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck.

1 **Section 20.8.** All employees working four (4) hours or more shall have their pay prorated over a
2 twelve (12) month period. Employees who are regularly scheduled to work less than 4 (four)
3 hours will be paid on a time-card basis. Any hours added after the beginning of the school year
4 will be paid on a time-card basis. Because of frequent adjustments in the month of September, Bus
5 Driver pay will be figured in October and pro-rated over an eleven (11) month period.

6
7 **Section 20.9.** Special clothing or uniforms used by Mechanics and Custodial shall be furnished by
8 the School District, when required. Mechanics, maintenance, field maintenance, food service and
9 custodial staff shall wear closed heel and toe shoes at all times. All employees in positions that
10 require special clothing be worn per regulations or statute will comply. Food service employees
11 will be provided shirts by the District to be worn while on duty. All employees will be provided
12 personal protective equipment (PPE) for their position per statute as needed.

13
14 **Section 20.10.** During off-duty hours, when the District requires employees to train in a position
15 prior to subbing to position, the employee will be paid the substitute rate of pay for all hours
16 worked.

17
18 **Section 20.11.** Meal and travel reimbursements will be reimbursed in the same or immediately
19 following pay period after the request is received by the business office.

20
21 **Section 20.12.** On overnight trips, the District will estimate room and meal costs and advance per
22 diem to the employees if the estimated per diem will exceed \$50.00 daily.

23
24 **Section 20.13.** The District agrees to pay all costs connected with the federally mandated Drug
25 and Alcohol Testing Program (see District Policy and Procedures 5259 and 5259P) including: pre-
26 employment for involuntary in-District transfers, random, post-accident, reasonable suspicion, and
27 the split test if requested by the employee. Costs for time spent in testing or traveling to and from
28 the testing site will be paid by the District. In cases where a test is positive and/or the employee
29 requests a split test which shows positive, the District may recover all test costs from the
30 employee. Also, in these incidences, the employee will not be eligible for reimbursement for time
31 spent in tests or traveling to and from the testing site.

32 33 34 35 **ARTICLE XXI**

36 37 **SEPARABILITY OF PROVISIONS**

38
39 **Section 21.1.** If any provisions of this Agreement or the application of any such provision is held
40 invalid, the remainder of this Agreement shall not be affected thereby.

41
42 **Section 21.2.** Neither party shall be compelled to comply to any provision of this Agreement
43 which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

44
45 **Section 21.3.** In the event either of the foregoing sections is determined to apply to any provision
46 of this Agreement, such provision shall be renegotiated pursuant to Section 22.2.

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ARTICLE XXII

TERM

Section 22.1. The term of this Agreement shall be September 1, 2008 through August 31, 2013.

Section 22.2. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

ARTICLE XXIII

DISCIPLINE AND DISCHARGE

Section 23.1. The District shall have the right to discipline or discharge an employee for justifiable cause.

Section 23.2. The District agrees to follow a policy of progressive discipline unless the severity or nature of the employee's behavior warrants more serious and immediate actions.

Section 23.2.1. The progressive steps shall normally be as follows:

1. Oral Warning.
2. Written Warning.
3. Suspension.
4. Discharge.

Section 23.3. If the District has reason to discipline or discharge an employee, the employee shall have the right to have a representative of their choice at discipline proceedings. No disciplinary action may result from a meeting between an employee and a supervisor unless an opportunity for representation has been afforded.

Section 23.4. If the District has reason to discipline or discharge an employee, it shall be done in a manner which will not embarrass the employee.

Section 23.5. Disciplinary disputes arising from the application of the District Drug and Alcohol Testing Program (see Policy and Procedures 5202 and 5202P) will be settled according to the grievance procedure contained herein.

CAMAS SCHOOL DISTRICT NO. 117 - PSE SCHEDULE A - 2008-09 SCHOOL YEAR

	STEP 1	STEP 2	STEP 3	YEAR 4-6	YEAR 7-9	YEAR 10-12	YEAR 13-15	YEAR 16-18	YEAR 19-21	YEAR 22-24	YEAR 25
				\$0.22	\$0.32	\$0.55	\$0.65	\$0.75	\$0.85	\$0.95	\$1.05
<u>CUSTODIAL - 91</u>											
Class I - Custodian	16.46	16.92	17.35	17.57	17.67	17.90	18.00	18.10	18.20	18.30	18.40
<u>FIELD MAINTENANCE - 97</u>											
Class I - Field Maint. Lead	20.91	21.31	21.50	21.72	21.82	22.05	22.15	22.25	22.35	22.45	22.55
Class II - Field Maintenance	18.24	18.69	19.20	19.42	19.52	19.75	19.85	19.95	20.05	20.15	20.25
<u>MAINTENANCE - 92</u>											
Class I - Maintenance Lead	22.93	23.26	23.59	23.81	23.91	24.14	24.24	24.34	24.44	24.54	24.64
Class II - Maintenance Trades Worker	20.48	20.90	21.45	21.67	21.77	22.00	22.10	22.20	22.30	22.40	22.50
Class III - General Maintenance	19.29	19.71	20.25	20.47	20.57	20.80	20.90	21.00	21.10	21.20	21.30
Class IV - Warehouse/Food Serv. Delivery	18.36	18.87	19.36	19.58	19.68	19.91	20.01	20.11	20.21	20.31	20.41
<u>TRANSPORTATION - 93</u>											
Class I - Mechanic	22.39	22.84	23.30	23.52	23.62	23.85	23.95	24.05	24.15	24.25	24.35
Class II - Mechanic's Helper	17.24	17.71	18.36	18.58	18.68	18.91	19.01	19.11	19.21	19.31	19.41
Class III - Drivers	16.91	17.40	17.89	18.11	18.21	18.44	18.54	18.64	18.74	18.84	18.94
Class IV - Courier	17.45	17.94	18.42	18.64	18.74	18.97	19.07	19.17	19.27	19.37	19.47
Standby Time	11.36										
Acting Driver Trainer - \$1.50 per hour over driver rate	18.41	18.90	19.39	19.61	19.71	19.94	20.04	20.14	20.24	20.34	20.44
<u>FOOD SERVICE - 94</u>											
Class I - Lead Cook - CHS	15.63	15.95	16.26	16.48	16.58	16.81	16.91	17.01	17.11	17.21	17.31
Class II - Head Cook	14.65	14.95	15.26	15.48	15.58	15.81	15.91	16.01	16.11	16.21	16.31
Class III - Cashier / Head Cook Assistant	13.38	13.71	14.02	14.24	14.34	14.57	14.67	14.77	14.87	14.97	15.07
Class IV - Cook's Hlpr/Server	13.03	13.38	13.71	13.93	14.03	14.26	14.36	14.46	14.56	14.66	14.76
Class V - Server's Helper	12.39	12.67	12.96	13.18	13.28	13.51	13.61	13.71	13.81	13.91	14.01
Class VI - Lead Cashier	14.60	14.90	15.06	15.28	15.38	15.61	15.71	15.81	15.91	16.01	16.11
<u>PARAPROFESSIONALS - 95</u>											
Class I - Supervision Para	13.38	13.71	14.01	14.23	14.33	14.56	14.66	14.76	14.86	14.96	15.06
Class II - Classroom Para	14.10	14.41	14.75	14.97	15.07	15.30	15.40	15.50	15.60	15.70	15.80
Class III - High Needs Para/LAP/Title I	14.63	15.03	15.41	15.63	15.73	15.96	16.06	16.16	16.26	16.36	16.46
Class IV - Lead Coordinator Childcare Provider	14.63	15.03	15.41	15.63	15.73	15.96	16.06	16.16	16.26	16.36	16.46
Class V - Lead Childcare Para	12.11	12.41	12.72	12.94	13.04	13.27	13.37	13.47	13.57	13.67	13.77
Class VI - Childcare Para	10.18	10.46	10.71	10.93	11.03	11.26	11.36	11.46	11.56	11.66	11.76
<u>PROFESSIONAL/TECHNICAL - 99</u>											
Class I - Computer Network Technician	22.57	23.89	25.22	25.44	25.54	25.77	25.87	25.97	26.07	26.17	26.27
Class II - PTA/COTA	18.86	19.80	20.79	21.01	21.11	21.34	21.44	21.54	21.64	21.74	21.84
Class III - Computer Lab Assistant, Career Info Spec.	16.15	16.52	16.95	17.17	17.27	17.50	17.60	17.70	17.80	17.90	18.00
Preschool Instructor, ESL, Attendance/ISS, Stud. Serv.											
Coord., Health Asst, Computer Lab/Media Asst Print Shop Assistant, Secondary Media Specialist											
Class IV - Campus Security, Help Desk, SLPA	17.76	18.81	20.12	20.34	20.44	20.67	20.77	20.87	20.97	21.07	21.17
Class V - Student Store Asst	13.57	13.87	14.23	14.45	14.55	14.78	14.88	14.98	15.08	15.18	15.28
<u>CROSSING GUARDS - 90</u>											
Class I - Guard	12.52	12.71	12.92	13.14	13.24	13.47	13.57	13.67	13.77	13.87	13.97

Substitute Rate of pay
90% of step one of position being subbed

Summer Work
Negotiate wages as positions established

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**PSE Schedule A
Camas School District**

The District and the Association have completed a wage study that includes comparing Camas PSE wages to the following Districts: Evergreen, Vancouver, Battle Ground, Longview, Kelso, and Washougal. The goal of the comparison is to ensure that Camas PSE wages are at least equal to the average wages of the above mentioned Districts. Based on the data, wages for the life of this contract will be determined as followed:

1. For 2008-09 the following positions will be adjusted as follows (see schedule A):
 - a. Bus Driver 2.3% increase plus COLA
 - b. Mechanic 2.3% increase plus COLA
 - c. Maintenance 2.5% increase plus COLA
 - d. Food Service Eliminate post 7-1-99 wage scale. All staff on same scale.
 - e. Pro-Tech Class II 4.2% increase plus COLA

All other positions will receive the state Cost of Living Adjustment (COLA) at 4.4%

2. For 2009-2010 the following positions will be adjusted:
 - a. Bus Driver 2.3% plus COLA
 - b. Mechanic 2.3% plus COLA
 - c. Maintenance 2.5% plus COLA

The District and PSE will complete the wage study again by comparing all PSE positions to those in the above comparator Districts. Wage increases will be determined as follows based on the results of the survey:

- a. Positions below the average by more than 3% : 3% + COLA
- b. Positions below the average by less than 3% : 1-3 % + COLA
- c. Positions at or above the average by 5% : COLA
- d. Positions more than 5% above the average: one-half (1/2) COLA

3. 2010-2011: Wage Study
 - a. Positions below the average by more than 3%: 3% + COLA
 - b. Positions below the average by less than 3%: 1-3 % + COLA
 - c. Positions at or above the average by 5%: COLA
 - d. Positions more than 5% above the average: one-half (1/2) COLA
4. 2011-2012: Wage Study
 - a. Positions below the average by more than 3%: 3% + COLA
 - b. Positions below the average by less than 3%: 1-3 % + COLA
 - c. Positions at or above the average by 5%: COLA
 - d. Positions more than 5% above the average: one-half (1/2) COLA

1 5. 2012-2013: Wage Study

2 a. Positions below the average by more than 3%: 3% + COLA

3 e. Positions below the average by less than 3%: 1-3 % + COLA

4 f. Positions at or above the average by 5%: COLA

5 g. Positions more than 5% above the average: one-half (1/2) COLA

6
7 Bus driver stand-by pay:

8 2008-09 11.36

9 2009-10 11.36 plus COLA

10 2010-11 75% of step one bus driver pay

11 2011-12 90% of step one

12 2012-13 Regular rate of pay

13
14 Substitute rate of pay: 90% of step one of position being subbed.

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**Memorandum of Understanding
Between
PSE of Washington
And
Camas School District #117**

8 As agreed to during negotiations of the 2008-2013 collective bargaining agreement, District
9 administration will set the qualifications for the following Class III Professional/Technical positions:

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1. Computer Lab Assistant
 2. Pre-school Instructor
 3. ESL Instructor
 4. Student Health Assistant

16 Within the classification Professional/Technical Class III, employees bidding on open positions must
17 meet the minimum qualifications of the job description before seniority applies.

18
19 No employee who currently holds one of these named positions will suffer any loss if they do not meet
20 the established minimum qualifications.

21
22 Should any of the positions be re-bid, employees who currently hold one of the above mentioned
23 positions will be exempt from meeting the established qualifications.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF CAMAS

CAMAS SCHOOL DISTRICT #117

BY: _____
Kathy Duley, Chapter President

BY: _____
Mike Nerland, Superintendent

DATE: _____

DATE: _____

BY: _____
Honalee Burden, Chapter President

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1 **APPENDIX. PSE Professional Staff Development Guidelines**

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3 The Camas School District and PSE are committed to the professional growth and development of its
4 employees. These guidelines were developed to ensure that as many represented staff as possible have
5 access to the financial resources available to continue their professional development if they choose to.
6

7 Guidelines for disbursement of funds (see Article XIV, Section 14.1)

- 8
- 9 1. Employees should attempt, whenever possible, to utilize local training opportunities to reduce
10 the amount of funds spent on travel. If an employee requests to attend an out of town training,
11 it will require prior approval from the PSE President. If authorized, the employee will only be
12 reimbursed for the actual cost of meals. Travel and accommodation expense will not be
13 reimbursed with professional development money.
14
 - 15 2. All supervisor approved requests will be review by a joint PSE/Administration committee for
16 disbursement of funds.
17
 - 18 3. Employees wishing to use professional development funds for college tuition may do so,
19 however, the course needs to relate to the employee’s current position, or the person needs to
20 be working towards an education related degree. Employees requesting tuition reimbursement
21 must pass the class with a ‘C’ or better.
22
 - 23 4. Employees may ‘pool’ training funds to bring in an outside presenter/trainer.
24
 - 25 5. Employees may pay themselves “seat time” for attendance at trainings offered by the District.
26

27 Procedure for Requesting Professional Development Funds:

- 28
- 29 1. Requests to access professional development funds must be pre-authorized by the supervisor
30 and must be applicable to the employee’s current position. An employee needs to complete a
31 PSE Professional Staff Development Fund Request for Prior Approval form, attach a copy of
32 the class/activity agenda, and submit it to their supervisor at least two weeks prior to the event.
33
 - 34 2. The supervisor will confirm with the business office that funds are available, and the employee
35 will be notified of approval or denial.
36
 - 37 3. If the cost of the training exceeds \$100, the employee may request a purchase order from the
38 business office for the registration fee. The employee must give the business office five (5)
39 days notice for processing.
40
 - 41 4. If the cost of the training is less than \$100, or there is less than five (5) days notice, the
42 employee must pay the registration fee and can submit a request for reimbursement. All
43 requests for reimbursement must include proof of attendance, and a copy of the prior approval
44 form.
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1 5. Upon completion of any training supported by professional development funds, the employee
2 must submit proof of attendance to the HR office. This documentation will be kept on file for
3 the employee.
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