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4 **Collective Bargaining Agreement**
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8 **Camas School District #117**
9

10 **And**

11
12 **Camas Association of Educational Office Professionals**
13 **ESP/WEA**
14

15
16
17 **September 1, 2023**

18
19 **Through**

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21 **August 31, 2025**
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42	PREAMBLE	4
43	ARTICLE I: ADMINISTRATION OF THE AGREEMENT.....	4
44	Section A: Definitions	4
45	Section B: Recognition	4
46	Section C: Job Descriptions.....	5
47	ARTICLE II: BUSINESS.....	5
48	Section A: Dues, Deductions and Representation Fees.....	5
49	Section B: Other Deductions	5
50	Section C: Management Rights	6
51	Section D: Association Rights.....	6
52	Section E: Status of Agreement	7
53	Section F: Conformity to Law	7
54	Section G: Distribution of Agreement.....	8
55	Section H: Joint Meetings / Communications	8
56	ARTICLE III: EMPLOYEE RIGHTS	8
57	Section A: Rights of Law	8
58	Section B: Non-Discrimination	8
59	Section C: Training	9
60	Section D: Personnel Files	9
61	Section E: Due Process.....	10
62	Section F: Employee Evaluation	10
63	Section G: Postings, Assignment and Transfer	11
64	Section H: Layoff and Recall:	12
65	Section I: Employment Protection	14
66	Section J: Workers Compensation.....	15
67	Section K: Medicine Dispersal.....	15
68	Section L: Privacy	15
69	Section M: Substitutes and Temporary Employees	16
70	Section N: Substitute Pool/Training	16
71	ARTICLE IV: LEAVES.....	16
72	Section A: Illness, Injury and Disability (Sick Leave)	16
73	Section B: Family Medical Leave Act (FMLA)	19
74	Section C: Washington Paid Family and Medical Leave (WA-PFML).....	20
75	Section D: Bereavement Leave	21
76	Section E: Emergency Leave	21
77	Section F: Court Appearance Leave	22
78	Section G: Long Term Leave of Absence	22
79	Section H: Parental and Adoption Leave	22
80	Section I: Child Rearing Leave.....	22
81	Section J: Military Leave	22
82	Section K: Personal Leave	23
83	Section L: Association Leave	23
84	Section M: Accidents on the Job.....	23
85	ARTICLE V: FISCAL MATTERS.....	24
86	Section A: Hours of Work and Overtime	24
87	Section B: Holidays.....	26

88	Section C: Vacations	27
89	Section D: Salary and Salary Payments Section	27
90	Section E: Insurance/SEBB	28
91	Section F: Health Exams.....	30
92	Section G: Inclement Weather	31
93	Section H: Workshops, Conferences, and Staff Development.....	31
94	Section I: Education and Training Incentive Program	33
95	Section J: Commercial Driver’s License Reimbursement.....	33
96	Section K: Administrative Assistant Stipend	33
97	Section L: CPR First Aid Training	33
98	Section M: Pay Increments	34
99	Section N: VEBA	34
100	ARTICLE VI: GRIEVANCE PROCEDURE.....	34
101	Section A: Definitions	34
102	Section B: Time Limits	34
103	Section C: Rights to Representation	34
104	Section D: Individual Rights	35
105	Section E: Procedure	35
106	Section F: Miscellaneous	36
107	ARTICLE VII: STRIKES AND LOCKOUTS	36
108	ARTICLE VIII: WAIVER.....	36
109	ARTICLE IX: ENTIRE AGREEMENT	37
110	ARTICLE X: DURATION.....	37
111	Appendix B-1	40
112	GRIEVANCE FORM	40
113	Appendix B-2	41
114	GRIEVANCE FORM	41
115	Appendix C	42
116		
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133 **PREAMBLE**

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135 This agreement is by and between the Camas School District and the Camas Association of
136 Educational Office Professionals ESP/WEA, pursuant to RCW 41.56.
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139 **ARTICLE I: ADMINISTRATION OF THE AGREEMENT**

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141 **Section A: Definitions**

- 142
- 143 1. The term "District" shall mean the Camas School District No. 117, Clark County, Washington
144 State, or its agents.
 - 145
 - 146 2. The term "Board" shall mean the Board of Directors of the Camas School District.
 - 147
 - 148 3. The term "Association" shall mean the Camas Association of Educational Office Professionals
149 ESP/WEA, which is affiliated with the Washington Education Association and the National
150 Education Association.
 - 151
 - 152 4. The term "Parties" shall mean the District and the Association.
 - 153
 - 154 5. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by
155 the parties.
 - 156
 - 157 6. The term "Employee" shall mean any member of the bargaining unit as set out in this
158 Agreement.
 - 159
 - 160 7. The term "Day" shall mean any day the District business office is open for business with the
161 public.
 - 162
 - 163 8. The term "Superintendent" shall mean the chief administrative office of the District or his/her
164 designee.
 - 165
 - 166 9. The term "President" shall mean the President of the Association or his/her designee.
 - 167
 - 168 10. The term "Seniority" shall mean length of service within the District as a member of the
169 bargaining unit.
 - 170

171 **Section B: Recognition**

172
173 The District recognizes the Association as the exclusive bargaining agent for all secretaries of the
174 District excluding all certificated employees, all other classified employees, and any employee whose
175 duties imply a confidential relationship to the Superintendent, Assistant Superintendent, Business
176 Director and the Board.
177

178 *Note: Those secretarial positions presently excluded from the association will continue to be excluded
179 for the life of this agreement. Substitute rights are set forth in Article III, Section J.
180

181 **Section C: Job Descriptions**

182
183 The District shall provide all intended job descriptions for newly created or revised postings
184 electronically to the Association, minimally five (5) days prior to the intended posting. In the event the
185 Association identifies concerns with the proposed posting the District and the Association shall meet to
186 align the duties consistent with the work of the bargaining unit.
187

188 Job descriptions shall be available electronically to all bargaining unit members through a shared file.
189

190 **ARTICLE II: BUSINESS**

191 **Section A: Dues, Deductions and Representation Fees**

192 Each year, the Association will notify the District of the official dues and rates in writing.
193

- 194
195
196 1. Within thirty (30) days of ratification of this Agreement, or thirty (30) days of hire, all
197 employees shall join the Association or pay a fee equivalent to the dues and assessments of the
198 Association. Except that an employee with a bona fide religious objection to such dues and fees
199 shall pay a fee equivalent to dues and assessments to a charity mutually agreed upon by the
200 employee and the Association. The issues of religious objection and charity shall be appealed to
201 the Public Employment Relations Commission (PERC) in case of disagreement between the
202 employee and the Association.
203
- 204 2. The District shall deduct from the employee's salary, each pay period, the dues and/or
205 assessment fees required for membership therein or equivalent amount of the dues and
206 assessments for those employees not joining the Association and transmit such dues and/or
207 assessment fees to the membership Department of the Washington Education Association.
208 Equivalent dues and assessment fees for bona fide religious objection employees shall be
209 deducted from the employees pay warrant and transmitted to the mutually agreed upon charity.
210
- 211 3. The dues shall include local dues; however, the local dues shall be transmitted to the Treasurer of
212 the Association on a schedule agreed to by the District and the Association in the fall of each
213 year. Prior to September 10 of each year, the Association shall inform the District Business
214 Manager the amount of dues to be deducted each month for each employee.
215

216 **Section B: Other Deductions**

217
218 Upon receipt of written authorization, the District agrees to deduct from the salary of employees'
219 premiums for the insurance and annuity programs which have been approved by the Association and the
220 District. The sums which are deducted as premiums for approved insurance and annuity programs shall
221 be forwarded in accordance with the written authorization.
222

223 **Section C: Management Rights**

224
225 Except as otherwise specifically limited by the provisions of this Agreement, the District has the
226 exclusive right to exercise all the rights or functions of management, including, but not limited to, the
227 development, adoption, implementation, and enforcement of policies, rules, regulations and practices in
228 furtherance of management rights or functions; and the use of judgment and discretion in connection
229 with District rights.

230
231 It is expressly agreed by the Association that the enumeration of District rights in this article shall not be
232 deemed to exclude other District rights not specifically enumerated above.

233
234 **Section D: Association Rights**

- 235
- 236 1. **Use of School Building:** The Association shall have the right to use school buildings at all
237 reasonable hours for meetings. Requests for use of buildings will be approved by the building
238 principal or Superintendent/designee.
 - 239
 - 240 2. **Use of School Equipment:** The Association shall have the right to use District equipment at
241 reasonable times when such equipment is not otherwise in use. The Association will pay the
242 District for expendable supplies and for damaged equipment.
 - 243
 - 244 3. **Association Business:** The Association shall have the right to transact business on school
245 property at all reasonable times, provided that such business shall not interfere with or interrupt
246 normal school operations.
 - 247
 - 248 4. **Posting of Materials:** The Association maintains the right to post notices of activities and
249 matters of Association concerns on bulletin boards in the faculty lounge and in other places, as
250 authorized by the Superintendent/designee, as requested by staff in each school building in the
251 District.
 - 252
 - 253 5. **District Mail Service:** The Association shall have the right to use the District email and mail
254 service and building mailboxes for communication purposes. The Association will utilize the
255 mailbox provided in the central office area to deliver and pick up communications materials.

256
257 Materials distributed through the District's mail service for delivery in the work place should be
258 designed to provide objective information relative to the (a) effective development and
259 administration of the Agreement and (b) clarification of other working conditions and policy
260 issues under discussion between the leaders of the Association and District officials. The
261 Association will not use District mails to distribute any materials within the work place that are
262 slanderous, derogatory or defamatory of any particular individual or group, including the
263 District.

264
265 The President shall be responsible and accountable for the Association's compliance with this
266 section. The Association will defend and hold harmless from any allegation or suit arising out of
267 the Association's use of the District's mail service.

268

269 Any concern regarding the Association's use of the District's mail service and bulletin boards
270 shall be a matter for early discussion between the Association President and the
271 Superintendent/designee. A violation of this Article may result in the suspension of the
272 Association's use of the District's mail service for an appropriate and specific period of time
273 following such an Administration-Association conference.
274

- 275 **6. Exclusivity:** In recognition of the Association's status as the officially recognized legal
276 bargaining representative of employees, the rights granted in this Agreement to the Association
277 shall not be granted to any competing labor organization.
278
- 279 **7. New Employees:** The District shall notify the President of the name, address and assignment of
280 any new hire into the bargaining unit within two days. The Association shall be given the
281 opportunity to speak to all employees as an official part of the program during any district
282 sponsored new employee orientation and during any year opening District-wide employee
283 meeting.
284
- 285 **8. Access to Bargaining Unit Information:** Upon request, the Association shall be provided with
286 an electronic list of all classified employees in the bargaining unit. The list shall include name,
287 assignment, building/location, primary phone, email, and home mailing address for the purpose
288 of internal Association communication.
289
- 290 **9. School District Budget and Financial Reporting:** The Association shall be furnished monthly
291 and annual financial statements and the preliminary and adopted budgets and financial reports
292 when requested. Board agendas and supporting materials will be sent out prior to each board
293 meeting. Nothing herein shall require the central administrative staff to research and assemble
294 information that has not been routinely prepared in the normal operation of the District.
295
- 296 **10. Association Furnished Information:** The Association will furnish copies of information
297 pertinent to employer-employee relations topics as reasonably requested by the Superintendent
298 or the Board.
299

300 **Section E: Status of Agreement**

301
302 **Sole Agreement:** This shall be the sole Agreement between the parties regarding wages, hours, and
303 terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or
304 practices of the District which shall be contrary to or inconsistent with its terms.
305

306 **Section F: Conformity to Law**

307
308 This agreement shall be governed and construed according to the Constitution and Laws of the State of
309 Washington. If any provision of this Agreement or any application of the Agreement to any employee
310 or groups of employees shall be found contrary to law by a court or administrative agency of competent
311 jurisdiction, such provision or application shall have effect only to the extent permitted by law. All
312 other provisions or applications of the Agreement shall continue in full force and effect.
313

314 If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations
315 on said provision as soon thereafter as is reasonably possible.
316

317 **Section G: Distribution of Agreement**

318
319 Following ratification of this Agreement the Association shall prepare a copy of the Agreement for
320 District review and mutual editing.
321

322 After editing, the District shall print the Agreement at its cost and shall distribute copies to all head
323 secretaries, along with six copies to the Association. The District will place the agreement on the
324 District web site. The District shall also make at least one copy available for review by any applicant for
325 employment with the District.
326

327 **Section H: Joint Meetings / Communications**

- 328
- 329 1. Members of the Association may meet with the Superintendent and/or designees no less than
330 quarterly during the regular school year in order to pursue mutual problem identification and
331 mutual problem solving.
332
 - 333 2. The above meetings shall not be grievance resolution conferences nor shall they be collective
334 bargaining sessions regarding this or successor Agreements.
335
 - 336 3. Any administrative decision that concerns contractual matters (this agreement) or situations that
337 directly affect work responsibilities shall be communicated, in writing, to the Association
338 President.
339

340 341 **ARTICLE III: EMPLOYEE RIGHTS**

342 343 **Section A: Rights of Law**

344
345 No employee shall be denied any legal right granted under Federal, State, County or local law or
346 regulation.
347

348 **Section B: Non-Discrimination**

349
350 Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any
351 employee because of membership or non-membership in the Association, and will not discriminate on
352 the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or
353 military status, sexual orientation including gender expression or identity, the presence of any sensory,
354 mental, or physical disability, or the use of a trained dog guide or service animal by a person with a
355 disability in its hiring, programs, and activities and provides equal access to the Boy Scouts and other
356 designated youth groups.
357

358 **Section C: Training**

359

360 An employee hired into a new position within the bargaining unit shall have sixteen (16) hours of
361 shadowing a colleague who holds the same/like position upon initial hire and may request an additional
362 eight (8) hours as necessary. Within the first twelve (12) months of employment or upon assuming a
363 new bargaining unit position, an employee may request up to twenty-four (24) hours of flexibly arranged
364 one-to-one training.

365

366 The District shall provide a paid substitute for any employee asked to train a fellow colleague during the
367 regularly scheduled workday.

368

369 The District shall provide technology training on an ongoing basis and will make a good faith effort to
370 provide such paid training (e.g. Google Docs, QMLATIV, Trip Tracker) as requested by employees.

371

372 **Section D: Personnel Files**

373

374 Employees or former employees shall, upon request, have the right to inspect all contents of their
375 complete personnel file kept within the District. Upon request, a copy at the employee's expense of any
376 documents contained therein shall be afforded the employee.

377

378 Any derogatory material not shown to an employee within twelve (12) days after receipt or composition
379 shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
380 No evaluation, correspondence, or other material making derogatory reference to an employee's
381 character, or manner, shall be kept or placed in the personnel file without the employee's signed
382 acknowledgement and opportunity to attach his/her own comments. Such written response shall become
383 part of the employee's written personnel records.

384

385 The performance appraisals of members of the Association shall become a part of the employee's file
386 and shall be signed by the employee at the time of the evaluation. A signature does not necessarily
387 mean agreement with the contents of the evaluation; it merely indicates receipt of the document. The
388 employee has the right to attach a written rebuttal which will become a part of the employee's written
389 personnel record.

390

391 After three (3) years, upon employee written request to the Superintendent/designee, a written record of
392 a verbal warning, written warning, or written reprimand shall be removed from the personnel file and
393 destroyed, if there has been no recurrence of the activity or behavior that prompted the placement of the
394 material in the employee's file, unless prevented by criminal law statutes.

395

396 No other personnel or medical file shall be kept anywhere in the District, provided that any file for
397 student due process hearings and any file for the disposition of grievances shall be maintained separately
398 from the employee's personnel file. The principal or supervisor, however, may maintain a "working" file
399 for use in the formation of evaluation reports.

400

401 **Section E: Due Process**

402

403 No employee shall be disciplined or adversely affected without just cause. The specific grounds
404 forming the basis for disciplinary action will be made available to the employee and the Association in
405 writing.

406

407 Employees will be advised of their right to representation. Employees will be allowed to have a
408 representative of his/her choosing at any disciplinary meeting. The conference will be scheduled with
409 no less than two (2) days prior notice.

410

411 The District agrees to follow a policy of progressive discipline and any disciplinary action taken against
412 an employee shall be appropriate to the behavior which precipitates said action. The District has the
413 discretion to bypass steps in progressive discipline because of the severity of the conduct.

414

415 Any complaint made against an employee by any parent, student or other person will be promptly called
416 to the attention of the employee as long as it is in accordance with law.

417

418 **Section F: Employee Evaluation**

419

420 **Procedure:**

421

422 1. The employee shall be evaluated annually each year prior to the last day of work by the
423 immediate supervisor. Full year employees will be evaluated annually by August 31 of each
424 year.

425

426 If an employee's performance is suspected to be less than satisfactory any time during the school
427 year, he/she will be evaluated at that time. This evaluation will be in addition to the evaluation
428 noted above.

429

430 2. Each evaluation will concern an employee's work performance focusing on strengths and
431 weaknesses with specific suggestions for improvement where appropriate.

432

433 3. Prior to the completion of the annual evaluation form, (see Appendix C) the immediate
434 supervisor shall meet to discuss the contents and finalize the annual evaluation.

435

436 4. Upon completion of the conference, the immediate supervisor and the employee shall sign and
437 date the evaluation. The signature of the employee indicates that the employee has seen the
438 evaluation and does not indicate that the employee agrees with the content.

439

440 5. The employee shall have the right to attach a written explanation to the annual evaluation which
441 shall be permanently attached, provided such written explanation is given to the immediate
442 supervisor for attachment within ten (10) working days of the evaluation conference described in
443 Section E, #3 above.

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445 6. A copy of the written evaluation will be placed in the employee's personnel file and a copy will
446 be given to the employee.

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7. In the event an employee is placed on probation, the District will notify the affected employee in writing. The District will provide the employee a specific plan of assistance to help the employee overcome the deficiencies. The employee will be given thirty (30) working days to correct the deficiencies.

Section G: Postings, Assignment and Transfer

1. **Postings:** The District, upon receiving notice of a resignation, shall prepare a posting within five (5) days of knowledge of a vacant ~~open~~ position within the bargaining unit.
2. **Transfer:** The District shall first publicize within the bargaining unit for a minimum of five (5) working days the availability of open positions within the bargaining unit. All employees shall have the right to apply for any open position without fear of reprisal from his/her current supervisor. Internal and external postings may be concurrent.

Such publications shall include qualifications for the position. The District shall mail such opening announcements through District e-mail to all represented employees.

Training, experience and seniority shall be criteria for filling all open positions within the bargaining unit. Training, experience and seniority shall be translated to clearly documented objective measures as referenced in job descriptions, requirements and evaluations. If all combined objective measures for training and experience are equal, seniority shall be used as the deciding measure. When training and experience objectively indicate a less senior person is more qualified, the administrator will provide written documentation of the specific objective measures indicating the less senior person is more qualified due to training and experience.

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

Experience will be determined by accounting for time spent successfully working an educational setting as well as time spent successfully working in the private sector. Although the total experience will include the educational setting and private sector time, the length, type and successful performance in an educational setting will have a slightly higher priority. Seniority is calculated using the time served in the Camas School District as a member of the CAEOP bargaining unit.

3. **Trial period:** Employees transferred to another position shall be given a maximum of sixty (60) working days work trial. If the employee is unable to perform the job requirements in a manner deemed satisfactory as determined through the District evaluation procedure, the employee shall be considered eligible for the first position available for which he/she is qualified. The transferred employee shall have the right to return to his/her previous position, without prejudice, anytime during the first fifteen (15) days of the work trial period.

494 No written evaluation regarding performance during the trial period shall be entered into the
495 Personnel File.

496
497 **4. Probationary Period:** Each new hire covered by this Agreement shall serve a probationary
498 period of sixty (60) working days. Upon conclusion of the probationary period, the employee
499 will be notified that she/he has (1) satisfactorily completed the probationary period and will be
500 elected (employed) by the Board of Directors, or (2) in the event of unsatisfactory service,
501 terminated at this point. This decision rests with the District.

502
503 An employee who has a documented unsatisfactory evaluation or documented performance
504 concern shall not be eligible to transfer into any open position until and/or if they have earned
505 satisfactory evaluation results.
506

507 **Section H: Layoff and Recall:**

508
509 **1. Seniority:** Seniority shall be defined as length of service within the District as a member of the
510 bargaining unit. Accumulation shall begin on the employee's first working day.

511
512 The District shall prepare and maintain the seniority list ranking each employee from greatest to
513 least seniority. A copy of the seniority list shall be furnished to the Association President by
514 November 1 of each school year. Subsequent revisions shall be sent to the Association President
515 as they occur.

516
517 Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a
518 non-bargaining unit position, or declining recall.

519
520 In the event of one or more employees having the same seniority ranking, employees so affected
521 shall participate in a drawing by lot to determine position on the seniority list. The drawing shall
522 be conducted openly and the President shall be in attendance.

523
524 **2. Layoff:** Layoff shall be defined as necessary reduction in the work force.

525
526 In the event of a reduction of FTE or a layoff, the District shall first assess any retirements,
527 resignations, or requests for leaves of absences that have been announced for the upcoming year.

528
529 In the event there are any known open positions for an immediate or upcoming school year, the
530 District must first post these openings to internal bargaining unit members:-

531
532 In effort to prevent a bargaining unit member(s) from receiving a layoff notice, the District may
533 then reassign those bargaining unit members whose positions have been identified for FTE
534 reduction or layoff into any remaining openings in the unit, after any previous movement
535 identified above has occurred. The District shall make every effort to place an employee into a
536 position which matches their previously assigned daily hours and contracted days for the year.

537
538 In no case shall a new employee be employed by the District while there are laid off employees
539 qualified for a vacant or newly created position as determined by the job description of that
540 position.

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In the event of layoff or reduction in hours, the District shall provide written notice to all affected employees and the President, on or before June 1 preceding the action. Employees not notified shall continue in employment for the following year unless there is just cause for termination.

Laid off employees may continue participation in District insurance programs by paying the regular monthly premium to the District, subject to carrier approval.

An employee whose position is eliminated may bump a less senior employee. Any employee who is bumped will likewise have the same right to bump a less senior employee.

Bumping will only be allowed into a position for which the displaced employee meets the minimum bumping qualifications. Bumping qualifications will be limited to those skills as stated in the respective current job descriptions. Bumping will only be allowed into a position for which the displaced person meets the job description requirements. Every effort will be made to place the displaced employee in a position as close to their eliminated position as possible. In no instance will a more senior displaced employee be laid off when a less senior employee position is retained. The District will post the job descriptions on the District shared file for individual employee review.

The District will publicize and/or offer training in the skills named in each of the job descriptions, and will notify all employees of the times, dates, and contents of such training.

3. **Recall:** Employees who are laid off and have not been placed into an open position before the start of the new school year shall be placed in a reemployment pool for two years and shall have the right of first refusal for all substitute secretarial work in rotation, from most senior to least senior within the pool. All open positions that occur after the start of the new school year shall first be made available to existing members of the bargaining unit. After internal movement, if any, open positions will be filled through recall of employees by reverse order as determined by the final seniority list. It will be assumed that laid-off employees possess all qualifications necessary for any District position that they previously held. Notification of recall shall be sent by certified or registered mail to the last known address as shown on District records. The notice shall include the time and date the employee is to report back to work. It is the employee's responsibility to keep the District notified as to his/her current mailing address.

A recalled employee shall be given five (5) calendar days from receipt of the recall notice to inform the District if he/she will accept the position. An employee who declines recall shall forfeit his/her seniority rights provided the position offered is of equivalent monetary value and does not involve a reduction in total compensation.

Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Upon return to active employment, an employee's unused accumulated sick leave shall be restored. The employee shall retain the seniority held at the time of layoff.

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Section I: Employment Protection

1. **Liability:** The District will provide Liability Insurance through the District's Liability Insurance Policy for instances in which employees are acting in the scope of their employment and as agents of the District.
2. **District Insurance:** The District shall provide such insurance for the protection of employees as is required by statute for loss or damage of up to five hundred dollars (\$500) to personal property caused when such employees are engaged in; (1) the maintenance of order and discipline on the school site; (2) the protection of school personnel, school property or students at the school site; and (3) the supervision of students or school equipment at the school site.
3. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify his/her immediate supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps will be taken by the District in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.
4. **The District shall provide a safe and healthful working environment:** Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety and well-being.
5. **Absence Due to Attack on the Job:** Whenever an employee is absent from employment as a result of a physical attack sustained in the course of employment, the employee shall be paid full salary for the period of absence for up to twelve (12) months if the injury is the result of a physical assault, from the date of the injury, less the amount of an L & I compensation awarded. No part of such absence shall be charged to any accumulated leave.
6. **Property Replacement:** The District shall reimburse employees for replacement of clothing or other personal property damaged, or destroyed during the course of an attack or assault on the employee while the employee is engaged in the duties of his/her employment. Verification of replacement is required, and reimbursement of up to \$250 shall occur with submission of original receipts. Claims for loss must be filed within 5 days after the damage or loss.
7. **Students:** The administrator shall upon receipt of a student's permanent records inform each employee, including transportation, information related to a student's exceptional misconduct, pursuant to WAC 392.400.245. The District shall provide this information based upon any written records that the District maintains or which it receives from law enforcement or previous school district. Information shared shall adhere to state law and federal law.
8. **Training:** The District shall provide in-service training for all employees concerning applicable federal, state and local laws, and District rules and regulation pertaining to student rights, employee rights, crisis management, and student de-escalation. Training shall occur during the first quarter of each school year.

634 **Section J: Workers Compensation**

635
636 All employees shall be covered by the provisions of the WA State Workers Compensation program for
637 injuries sustained during the course of their regular employment.

638
639 Whenever an employee is absent from employment as a result of personal injury sustained in the normal
640 course of employment and in the performance of his/her/they duties, the employee will be paid the
641 difference between the employee's total compensation and state industrial compensation for a period of
642 such absence up to twenty-four (24) months.

643
644 An employee who is absent from employment as a result of a physical attack sustained in the course of
645 employment shall be paid full salary for the period of absence for twelve (12) months if the injury is the
646 result of a physical assault, from the date of the injury, less the amount of an L & I compensation
647 award. No part of such absence shall be charged to any accumulated leave.

648
649 **Section K: Medicine Dispersal**

650
651 The decision to dispense or administer maintenance or emergency medication to students will be
652 arranged by the employee and the building administrator and will only be done if no other qualified staff
653 member is available. Employees will not be requested or required to dispense maintenance/emergency
654 medication or administer injections until a formal training in-service or its equivalent has been
655 completed. Employees will not be requested or required to insert catheters, or feed students.

656
657 No employee shall be requested or required to dispense or administer student medication unless in
658 accordance with state laws and after having received instruction/training from the appropriate personnel.
659 Training time shall be paid at the employee's regular hourly rate of pay or at the overtime rate if
660 applicable.

661
662 Should an employee dispense or administer student medication during the course of his/her assigned
663 duties, the employer agrees to hold harmless such employees from any and all liability that might result
664 there from.

665
666 **Section L: Privacy**

667
668 **1. Personal Lives:** The private and personal life of any employee is not within the appropriate
669 concern or attention of the District, unless the District determines that the employee's actions are
670 interfering with the educational process.

671
672 **2. Information:** The District shall not provide personal information concerning employees,
673 including names, addresses, phone numbers, etc., to any person not required by law, or to any
674 commercial or charitable organization without specific employee approval or Association
675 Agreement.

676
677

678 **Section M: Substitutes and Temporary Employees**

679
680 Any employee hired as a substitute or as a temporary employee to work in a position that falls within the
681 bargaining unit shall be hired and work in compliance with this Agreement.

- 683 1. A substitute shall receive ninety percent (90%) of the lowest base rate in effect within the
684 classification at time of employment. A substitute shall be defined as a person who replaces
685 another employee for less than 20 consecutive days.
- 686
687 2. A temporary employee shall receive ninety percent (90%) of the lowest base rate in effect within
688 the classification at the time of employment for the first twenty days of employment. A
689 temporary employee shall be defined as a person who has (1) substituted twenty (20) consecutive
690 days in one assignment or (2) accepted a District identified long term "temporary" substitute
691 position in the District.
- 692
693 3. After twenty (20) consecutive days in an assignment, a substitute or temporary employee shall be
694 placed on the appropriate step of the salary schedule, pursuant to experience, and shall pay
695 bargaining unit membership dues.
- 696
697 4. The following clauses of the Agreement shall not be applicable to temporary employees:

- 698 Personnel File
- 699 Employee Evaluation
- 700 Transfer and Assignment
- 701 Layoff and Recall
- 702 Seniority Accumulation
- 703 Workshops
- 704 Insurance benefits
- 705 All Leaves under Article IV

706
707
708 **Section N: Substitute Pool/Training**

709
710 The District shall solicit individuals interested in substitute availability for Administrative Assistant
711 Substitute work. The District shall provide an annual training session for the screened individuals who
712 have expressed interest in intermittent substitute employment. The District shall identify bargaining unit
713 members and other experts who are willing to provide training and shall coordinate with the District any
714 pre-arranged training hours to be provided. Such training shall be paid to the respective bargaining unit
715 employee providing the training at his/her rate of pay.

716
717 **ARTICLE IV: LEAVES**

718
719 **Section A: Illness, Injury and Disability (Sick Leave)**

- 720
721 1. **Accumulation:** At the beginning of each school year, each employee working eight (8) hours
722 per day shall be credited with twelve (12) days of Illness, Injury, Disability Leave, Bonding
723 Leave which shall be referred to hereafter as "sick leave". Employees who are working less

724 than eight (8) hours per day shall receive a prorated portion of such leave. Unused sick leave
725 shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave
726 balance will be made known to her/him on each pay check stub.
727

728 2. **Use:**

729 a. **Personal Illness, Injury, Disability, or Bonding:** The District shall grant sick leave to an
730 employee when the employee is unable to perform duties because of personal illness,
731 injury, disability or for any qualifying event covered by FMLA, WA-PFML, and the
732 Washington Family Medical Leave Act.
733

734 b. **Pregnancy Disability Leave and Parental Bonding:**

735 **Definitions:**

736 Pregnancy Disability - The period of a pregnancy related disability, the length of which is
737 determined by a licensed healthcare provider.
738

739 Parental Bonding - The period of time taken to bond with a child within 12 months of the
740 birth or placement of the child.
741

742 The District shall grant the use of sick leave for parental bonding, pregnancy, child
743 birth and related temporary disability to employees.
744

745 To be entitled to take pregnancy disability and/or parental bonding leave, the employee
746 shall inform the administration at least thirty (30) days in advance of their intention to take
747 leave; the approximate time expected to return to work; and, within thirty (30) days after
748 childbirth, shall inform the administration of the specific day to return to work.
749

750 The employee will be required to supply a health care professional release indicating the
751 duration of the disabled period. The employee may use any accrued sick leave or unpaid
752 leave during the period of pregnancy disability or period of parental bonding.
753

754 c. **Family Illness:** The District shall grant sick leave to employees in the event of illness
755 within the immediate family of the employee. For purposes of this provision, immediate
756 family shall mean mother, father, sister, brother, husband, wife, son, daughter, son-in-law,
757 daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild,
758 grandparents, grand parents-in-law, step-father, step-mother, step father-in-law, step
759 mother-in-law, aunt, uncle, niece, nephew, step-children, fosters and guardians, and
760 domestic partner.
761

762 3. **Sick Leave Sharing:** Employees shall be eligible to receive shared leave if they meet the
763 qualification criteria outlined in RCW 41.04.665:

764 a. They suffer from, or have a relative or household member suffering from an illness, injury,
765 impairment, or physical or mental condition which is of an extraordinary or severe nature;

766 b. They have been called to service in the uniformed services;
767

- c. They are a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and are attending medical appointments or treatments for a service-connected injury or disability;
- d. They are the spouse of a current member of the uniformed services or a veteran as defined under RCW 4.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointment or treatment;
- e. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
- f. They are a victim of domestic violence, sexual assault, or stalking;
- g. They need the time for parental leave; or
- h. They are sick or temporarily disabled because of pregnancy disability.
- i. An employee is eligible for shared leave when the condition listed above has caused, or is likely to cause, the employee to go on leave without pay or terminate district employment.
- j. If the employee qualifies for shared leave for the reasons in vii or viii above, they shall not be required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve, and shall have the right to access up to sixteen (16) weeks of shared leave for bonding with a child at any time within the first twelve (12) months after the birth of placement of a child. The sixteen-week period shall be exclusive of holidays and school breaks.
- k. An employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in his/her sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.

798 Upon notice to the employer regarding a qualifying event, the District shall send an all-user
 799 email informing all employees of a request for donation and instructions for
 800 donation. Subsequent additional leave donation requests will be granted and will prompt an
 801 additional District all-user email upon confirmation of continued qualifying event,
 802

803 Upon request, an employee may ask Human Resources for an estimation of donated leave.
 804

- 4. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District may grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.
- 5. **Annual Sick Leave Buy-Back Option** Pursuant to current statute, employees may cash in unused sick leave days above an accumulation of sixty (60) days at the ratio of one (1) full day's pay for each four (4) days of accumulated sick leave days. At the employee's option, he/she can

814 cash-out his/her unused sick leave days in January of the school year following any year in
815 which a minimum of sixty (60) days of sick leave is accrued and each January thereafter. The
816 employee's sick leave accumulation shall be reduced four (4) days for each day of compensated
817 sick leave. No employee may receive pay for sick leave accumulated in excess of one (1) day per
818 month. This "cash-out" will take place in the February payroll.
819

- 820 **6. Death or Retirement Sick Leave Buy-Back Option: :** At the time of separation from District
821 employment due to retirement (as recognized by the Washington State Public Employees'
822 Retirement System, whether or not the employee was a participating member of the system) or
823 death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up
824 to a maximum of one-hundred eighty (180) days at a rate equal to one day per diem pay for each
825 four full days accrued leave for illness or injury.
826

827 The monies paid pursuant to this provision shall not be included for the purpose of
828 computing a retirement allowance under any public retirement system in the State, and shall
829 be in accordance with the rules and regulations of the Superintendent of Public Instruction.
830

831 **Section B: Family Medical Leave Act (FMLA)**

832

833 Employees are eligible for FMLA if they have worked 1,250 hours in the previous twelve (12) month
834 period. Each eligible employee is entitled to twelve (12) work weeks of family and medical leave
835 (FMLA) during any twelve (12) month period, or twenty-six (26) work weeks to care for a covered
836 service member. Weekends, holidays and school breaks that fall within an employee's FMLA leave, do
837 not count toward the employee's FMLA entitlement.
838

839 If the employee qualifies for FMLA, they shall be allowed to utilize all accrued sick leave. The
840 employee, at their option, shall not be required to deplete all of their sick leave and can maintain up to
841 forty (40) hours of sick leave in reserve.
842

843 When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium
844 contributions on behalf of the employee. FMLA shall run consecutively with other leave benefits, unless
845 the employee chooses otherwise. Absence covered by sick leave will not be deducted from the twelve
846 (12) week total allocation for FMLA.
847

848 If two employees who are spouses or domestic partners are both employed by the district, they shall
849 each individually receive twelve (12) weeks of FMLA for any qualifying event, including care of a
850 parent or parental bonding (24 weeks total), and may utilize their FMLA entitlement separately or
851 simultaneously.
852

853 Family leave may be taken to care for a child, grandchild, grandparent, parent, parent-in-law, sibling,
854 spouse, and state-registered domestic partner with a serious health condition. Family leave may also be
855 taken for the birth of a child and to care for a newborn child or for the placement of a child with the
856 employee for adoption or foster care. Medical leave may be taken for the employee's own serious health
857 condition.
858

859 A serious health condition shall be defined as a medical emergency, or any illness, injury, impairment,
860 or physical or mental condition that involves inpatient care or continuing treatment by a health care
861 provider.

862
863 Upon returning from leave, the employee is entitled to return to the same position previously held or
864 when not possible, to an equivalent position with the same employment benefits, pay, and other terms
865 and conditions of employment as held prior to the leave.
866

867 **Section C: Washington Paid Family and Medical Leave (WA-PFML)**

868
869 Beginning January 1, 2020 employees will be provided Washington Paid Family and Medical Leave
870 (WA-PFML) benefits as allowed by law.

871
872 The District will pay the full WA-PFML premium, including both the employer and employee portion.
873 The District will annually notify employees about the benefits available under WA-PFML. The District
874 shall provide eligible employees with a known qualifying event a written statement of their rights, and
875 upon request, facilitate their claim to the Employment Security Division (ESD).
876

877 To qualify for WA-PFML, employees must have 820 paid work hours or more in the qualifying period,
878 which shall be defined as the first four of the last five completed calendar quarters starting from when
879 the employee makes their claim for benefits. WA-PFML may not be taken without a qualifying event.
880

881 WA-PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or
882 family and may be extended under certain circumstances defined below. Weekends, holidays and school
883 breaks that fall within an employee's WA-PFML leave do not count toward the employee's WA-PFML
884 entitlement.
885

886 WA-PFML may be used as follows:

887
888 Family Leave:

- 889 • To care and bond after a baby's birth or the adoption or foster placement of a child younger than
890 eighteen (18) years, to be used at any time within the twelve (12) months following the birth or
891 placement.
- 892 • To care for a family member (child, grandchild, grandparent, parent, parent-in-law, sibling,
893 spouse, and state-registered domestic partner) experiencing an illness or medical event.
- 894 • Certain military-connected events
- 895 • Medical Leave to care for self in relation to an illness or medical event, including pregnancy
896 disability.
897

898 Under the following circumstances, benefits may be extended as follows:

- 899 • Total of up to 14 weeks for a medical leave involving a serious health condition during
900 pregnancy that results in incapacity
- 901 • Total of up to 16 weeks for combined medical and family leave
- 902 • Total of up to 18 weeks for combined medical and family leave involving a serious health
903 condition during pregnancy that results in incapacity
904

905 The WA-PMFL family leave entitlement expires twelve (12) months following the birth or placement of
906 a child or the first application for WA-PFML benefits. The WA-PFML medical leave entitlement
907 expires twelve (12) months following the first application for WA-PFML benefits.
908

909 Employees are responsible to file claims with the Employment Security Department (ESD) and
910 payments will come from ESD.
911

912 Employees may use accumulated sick leave to supplement WA-PFML benefits up to an amount that
913 results in no loss of compensation to the employee.
914

915 Employees may choose to use WA-PFML prior to exhausting other leave options and will not be
916 required to exhaust sick leave prior to accessing WA-PFML. WA-PFML may be used consecutively
917 with the employee's other paid leave entitlements, at the employee's discretion.
918

919 When an employee is utilizing WA-PFML, the District will continue to pay its share of the SEBB
920 premium contributions on behalf of the employee.
921

922 **Section D: Bereavement Leave**

923
924 The District shall grant employees up to five (5) days with pay per occurrence for death in the
925 immediate family (as defined above in Section A, Subsection c) of employees. Members may use one
926 (1) day of bereavement leave for the death of a close personal friend. An additional four (4) days
927 maximum will be granted at the employee's request for this purpose. These additional days will be
928 without pay or the employee may use personal leave or compensatory time. Bereavement leave must be
929 used within one calendar year of the occurrence.
930

931 **Section E: Emergency Leave**

932
933 Up to three (3) days of emergency leave with full pay shall be available to employees. For purposes of
934 this leave, an emergency is a situation or adversity of such a nature that preplanning is not possible.
935 Emergency leave could not be used where good judgment would logically dictate that the matter could
936 and should have been dealt with in some other manner. Two (2) additional days of emergency leave
937 may be granted at the discretion of the Superintendent or his/her designee.
938

939 In the event there is a school year with five (5) or more snow days, 12-month employees shall have one
940 (1) additional paid emergency leave day for these purposes.
941

942 Emergency leave may not be used for vacation periods or extensions thereof, recreational outings, or for
943 business or social appointments, or for matters of personal convenience.
944

945 An employee who finds it necessary to be absent from assigned duties by reason of emergency will
946 notify the appropriate supervisor at the earliest possible moment. Upon return to duty, the employee
947 shall notate their timecard to reflect the absence and enter the absence into the absence management
948 system.
949
950

951 **Section F: Court Appearance Leave**

952
953 The District shall grant Court Appearance Leave as follows:

- 954
955 1. **Jury Duty:** Employees who are called to serve on a jury.
956
957 2. **Subpoenas:** Employees who are subpoenaed to testify in court on a school related matter.
958
959 3. **Payment:** Any payments to an employee for jury duty, excluding mileage payments, or other
960 actual expenses, shall be remitted to the District.
961

962 **Section G: Long Term Leave of Absence**

963
964 The District may grant any employee an unpaid long term leave of absence for up to one year for child
965 rearing, medical or other mutually agreed to reason(s). Employees granted such a leave will be
966 permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not
967 gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary
968 schedule for the period of the leave. Upon return from such leave, the employee shall be entitled to the
969 same position or a position substantially equivalent to the position held prior to the leave. Once granted,
970 such leave may be renewed annually upon request of the employee, with the agreement of the District.
971

972 **Section H: Parental and Adoption Leave**

- 973
974 1. Parental Leave: Three (3) days of parental leave at full pay shall be allowed to be utilized for the
975 birth of a child. Parental leave may be used by fathers and mothers.
976
977 2. Adoption Leave: Eight (8) non-accumulative days of leave with full pay shall be allowed either
978 parent or both for the adoption of a child. Two (2) additional days may be allowed provided the
979 employee pays for the substitute. Such days may be used for adoption related travel, adoption
980 arrangements, and bonding with the child.
981

982 **Section I: Child Rearing Leave**

983
984 The District may grant an unpaid child rearing leave of up to one year to any employee for the purpose
985 of rearing a natural or adopted child. In the event of adoption, such leave may include time for court
986 legal procedures, home study and evaluation, and required home visitations by the adoption agent not
987 possible to schedule outside of the regular working hours. An employee returning from such leave shall
988 be placed in the position last held or in a similar position in the District. Final decision on this leave
989 rests with the District.
990

991 **Section J: Military Leave**

992
993 The District shall grant military leave to any employee who is called into active duty, extended or
994 temporary, as a member of the Armed Forces of the United States in accordance with law.

995

996 **Section K: Personal Leave**

997

998 1. Each member shall receive three (3) fully paid personal leave days annually. Employees will
999 have the ability to roll two (2) unused personal days to the next year up to a maximum of five (5)
1000 days. If an employee does not use all of his/her personal leave in a contract year, they will be
1001 cashed out at the employee's rate in the August paycheck. If an employee would like to roll two
1002 (2) unused personal leave days to the next year, he/she must notify payroll in writing by August
1003 10.

1004

1005 2. The employee shall not be asked to give reasons for such leave.

1006

1007 3. Personal days cannot be scheduled during the first five (5) and last five (5) days of school
1008 without ten (10) day prior approval from their supervisor. A supervisor has the right to deny a
1009 request for leave if it unduly interferes with the operations of the school. Exceptions will be
1010 allowed by the Superintendent/designee only for significant family events or education reasons.
1011

1011

1012 **Section L: Association Leave**

1013

1014 Annually the Association shall be granted release time up to 10 days with pay for employees to attend to
1015 Association business.

1016

1017 Cost of substitutes used to replace employees on Association leave for the first five (5) days shall be
1018 reimbursed to the District by the Association.

1019

1020 The District shall provide time off with pay to the President of the Association to a maximum of ten (10)
1021 days per year to conduct Association business during work hours. Any substitute costs will be borne by
1022 the Association.

1023

1024 The Association shall send written notice of such leave at least five (5) days in advance of taking such
1025 leave.

1026

1027 **Section M: Accidents on the Job**

1028

1029 It is recognized that the payments received as compensation by an employee injured on the job under
1030 circumstances bringing him/her within the coverage of the Workman's Compensation Act of the State of
1031 Washington may be less than the regular wage payments received by the employee.

1032

1033 In the case of any on-the-job disability which is covered by the State Industrial Insurance under the
1034 Workman's Compensation Act of the State of Washington, the Employer will pay to such disabled
1035 employee out of his/her accumulated sick leave an allowance equal to the difference between the State
1036 Workman's Compensation benefits and the employee's regular straight-time gross pay, less statutory
1037 deductions, beginning at the time of disability and continuing until the accumulated sick leave
1038 entitlement is completely expended. If the employee is still disabled after his/her earned sick leave
1039 allowance is expended, the employee will revert to only the pay coverage afforded by State Workman's
1040 Compensation Insurance.

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In order to receive sick leave pay under this section when the employee has been off work for illness or injury in excess of five (5) days, the employee must present to the Human Resource Office by the fifteenth (15) of each calendar month, for each month claimed, a statement from a duly licensed medical examiner verifying that the employee was physically unable to return to work on the day(s) for which sick leave pay was claimed.

ARTICLE V: FISCAL MATTERS

Section A: Hours of Work and Overtime

1. **Work Day:** Each employee shall be assigned a definite work day with designated times of beginning and ending. A two (2) hour minimum call time at the employee’s regular rate of pay shall be paid when an authorized supervisor calls an employee back to work. Only the actual time worked will count towards overtime calculations.

2. **Hours, Lunch and Rest Period:** Each shift of five (5) or more hours per day shall include a thirty (30) minute uninterrupted lunch period where the employee is free to leave the work site. Such work day shall also include a paid fifteen (15) minute rest period during the first half of the day and a paid fifteen (15) minute rest period during the second half of the day. Such rest period is to occur as near the middle of each half shift as is practical.

When difficulties arise in scheduling a regular fifteen (15) minute rest period, the employee and immediate supervisor may elect to attach said paid rest period to the thirty (30) minute unpaid lunch break, creating a forty-five (45) minute lunch period. The final decision in this matter rests with the immediate supervisor.

3. **Work Week:** The work week shall consist of five (5) consecutive days, Monday through Friday, with two (2) days of rest, Saturday and Sunday. The work week shall start Sunday and end on Saturday.

4. **Work Schedule:** A work schedule showing the employee's shift, work days and hours shall be given to each employee. The immediate supervisor will decide and inform the employee whether they should plan to work on non-student attendance days (In-service days, etc.), giving a minimum of five (5) days’ notice.

In those situations where the District increases the work hours/work days of an employee, the District will consult with the employee regarding the change. If the employee does not wish to accept the increased work hours/work days, the District will attempt to place the employee in a position equivalent in terms of work hours/work days to the employee's present position.

In the event that the District assigns or directs an employee to perform services regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of pay of that classification while performing that work.

- 1087 5. **Daily Work Schedule:** The daily work schedule shall be established by the employee's
1088 immediate supervisor in consultation with the employee. The decision of the supervisor is final.
1089 Except for an emergency, such work schedule shall not be changed without a five (5) day written
1090 notice to the employee.
1091
- 1092 6. **Lactation/Expression of Milk:** The District shall coordinate with the employee to provide a
1093 planned daily schedule and private workstation/location to fulfill lactation/expression of milk
1094 needs
1095
- 1096 7. **Overtime:** Time worked in excess of eight (8) hours in any one day or forty (40) hours in any
1097 one week, shall constitute overtime and shall be compensated at one and one-half (1 1/2) times
1098 the employee's regular rate. The District will only pay overtime under unique circumstances and
1099 with prior approval from the supervisor. The District shall not solicit employees to accept
1100 compensatory time in lieu of other compensation. Changes in an employee's time card will only
1101 be made in the presence of the employee. If an employee requests compensatory "time off" in
1102 lieu of overtime pay, the following procedures will be implemented:
1103
- 1104 a. All overtime work must be approved by the supervisor prior to the performance of work. In
1105 the event that a supervisor is unavailable at the time the overtime is needed, the employee
1106 may work up to one (1) hour of overtime without prior approval. The employee must report
1107 this overtime and the specific need for it to his/her supervisor immediately the next working
1108 day.
 - 1109 b. Compensatory time off shall be at the rate of one and one-half times the overtime hours
1110 worked. If an employee is unable to use the compensatory time earned within three months
1111 of the date of accrual, the employee may request that the comp time be paid.
 - 1112 c. The maximum accumulation of compensatory time will be 75 hours (50 actual work hours).
1113 Every attempt shall be made to see that compensating hours are taken immediately, and only
1114 allowed to accumulate to the maximum if the work load makes it impossible to do otherwise.
 - 1115 d. Each quarter, any compensatory time balances in excess of 75 hours will be cashed out.
 - 1116 e. Compensatory time taken will be reported on the Compensatory Time Report.
1117

1118 All overtime shall be in accordance with applicable law.
1119

1120 **Flex Time/Schedule**
1121

1122 If the employee and supervisor agree, an employee may work fewer hours on an assigned work day to
1123 address personal matters, provided that the time is made up on an earlier or later assigned work day on
1124 an hour for hour basis in the same work week.
1125

1126 Less than forty (40) hour employees may work more than the contract hours per day (but no more than
1127 8), with the building administrator's/supervisor's approval, to allow the employee to work during
1128 especially busy times of the school year or for a special project. The extra hours worked will not lead to
1129 more than the contracted hours per year for the employee.
1130

1131 Less than twelve (12) month employees, when students are not in attendance, may choose to flex their
1132 contracted work days based on their workload, with administrator approval. The employee will fulfill

1133 their contracted work days/hours by August 1. For employees in a building where students are not
1134 present, these flex days could be used during the 180 school days with prior administrator approval.

1135
1136 A twelve-month employee, with administrator approval, may schedule a four (4) day per week, 10 hours
1137 per day, work schedule during winter break, spring break, July, and through mid-August.

1138
1139

1140 **Optional Hours/Additional Hours**

1141
1142 Each employee, employed less than 260 days, shall have eight (8) optional District paid hours (prorated
1143 to the employees FTE) at the employee's regular rate of pay for job related activities performed outside
1144 of the employee's regular work year. Usage of the eight (8) hours shall be at the discretion of the
1145 employee. Time will be reported on the employee timecard.

1146
1147 Each location shall have twenty-four (24) additional clerical hours to be used at the discretion of the
1148 employees, in consultation with their respective administrator. Additional hours shall first be offered to
1149 bargaining unit members who have the ability in their schedule to assume additional work.

1150

1151 **Section B: Holidays**

1152

1153 Each employee shall receive the following paid holidays which fall within their paid work year:

1154

- | | | | | |
|------|----|------------------------|-----|------------------------|
| 1155 | 1. | New Year's Day | 7. | Labor Day |
| 1156 | 2. | Martin Luther King Day | 8. | Veterans' Day |
| 1157 | 3. | Presidents' Day | 9. | Thanksgiving Day |
| 1158 | 4. | Memorial Day | 10. | Day after Thanksgiving |
| 1159 | 5. | June 19th | 11. | Christmas Day |
| 1160 | 6. | Independence Day | 12. | Day after Christmas |

1161

1162 Should any of the holidays listed above fall on a Saturday or Sunday, then either Friday or Monday would
1163 be observed if these would be non-school days, or the Superintendent shall arrange to add paid holiday
1164 time. The foregoing is a District decision.

1165

1166 Employees who are required to work on the above-described holidays shall receive the pay due to them
1167 at two (2) times their base rate for all hours worked on such holidays.

1168

1169 Should a holiday occur while a full-time equivalent employee (2080 hours) is on vacation, the employee
1170 shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

1171

1172 In the event the contracted working days for an employee extends into July due to inclement weather,
1173 he/she shall receive Independence Day as a paid holiday.

1174

1175 The District shall provide two (2) paid holidays to each employee, prorated to their respective FTE, in
1176 recognition of the winter and spring break holiday closures. These two (2) days shall be paid across
1177 twelve installments of the work year.

1178

1179 **Section C: Vacations**

1180

- 1181 1. Each secretary who works six (6) hours or more per day and works less than a full 2080 FTE
- 1182 year will receive nine (9) days of paid vacation at the same number of hours they work during
- 1183 the day.
- 1184
- 1185 2. Secretaries who work FTE 2080 (1.0 FTE), or less than 1.0 FTE but work a full year (260 day)
- 1186 schedule, will qualify for paid vacation time to coincide with the number of scheduled hours per
- 1187 day/week worked according to the following schedule (the years of service will be determined by
- 1188 the Board/District hire-date anniversary. Further, the increase in vacation days shall come at the
- 1189 beginning of the years identified below. Employees can only cash out up to 30 days of vacation
- 1190 at termination or retirement. Twelve-month employees may carry over up to 30 vacation days
- 1191 and may cash out on a one-to-one basis 10 days annually.
- 1192

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1202

1203

<u>Number of Years</u>	<u>Vacation Days</u>
1-3	10
4-9	16
10-15	20
16-18	25
19-24	27
25-30	30

1204 **Section D: Salary and Salary Payments Section**

1205

- 1206 1. **Schedule:** Salaries and longevity movement shall be as set out in the schedule which is attached
- 1207 to and made a part of this agreement as Appendix A.
- 1208

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Upon initial hire into the bargaining unit, any employee who is hired from another school district into a "like" position shall receive "years of service" credit on the longevity schedule.

- 2. **Payment:** Employees who are scheduled four (4) hours or more per day shall be paid in twelve (12) equal monthly payments. Warrants shall be issued on the last working day of each month. Employees may opt to have their warrants direct-deposited to a bank or mailed to a specified address.

Employees who are scheduled less than four (4) hours per day will be paid on a time-card only.

- 3. **Sub Pay:** In the event a bargaining unit employee substitutes for a fellow existing employee, they shall receive the rate of pay and hours assigned to the position for which they are subbing. In the event an employee agrees to provide "coverage" for another employee's job duties while absent and no substitute has been obtained, and the employee assumes additional duties they shall consult with their supervisor for approval for compensation time or overtime pay as needed.

- 1225 4. **Severance:** All compensation owed to an employee who is leaving the District shall, upon
1226 request, be paid on the next scheduled pay day.
1227
- 1228 6. **Travel Allowance:** An employee required to travel from one site to another in a private vehicle
1229 during work hours shall be reimbursed for such travel on a per mile basis at the state rates
1230 allowable per mile.
1231

1232 **Section E: Insurance/SEBB**

1233

1234 **School Employees Benefit Board (SEBB) Program:**
1235

1236 The District shall pay the full portion of the employer contribution as adopted in the School Employees
1237 Health Care Coalition agreement for all employees who meet the eligibility requirements outlined
1238 below. For purposes of benefits provided under the SEBB, school year shall mean September 1 through
1239 August 31, and shall also be referred to as the eligibility year.
1240

1241 The District will implement the School Employees Health Care Coalition agreement when establishing
1242 the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for
1243 the month in which the employee receives benefits.
1244

1245 The District will provide benefits to employees through SEBB, to include but not be limited to:

- 1246
- 1247 • Basic Life and accidental death and dismemberment insurance (AD&D)
 - 1248 • Basic Long-term Disability
 - 1249 • Vision
 - 1250 • Dental including orthodontia
 - 1251 • Medical Plan
- 1252

1253 Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and
1254 Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the
1255 option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan
1256 (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll
1257 deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g., increased
1258 Life, AD&D, Long-term disability, etc.).
1259

1260 **Eligibility:**
1261

1262 Beginning January 1, 2020 eligible employees shall select from the approved SEBB identified carriers
1263 and plans for themselves, their dependents, and/or domestic partner, consistent with SEBB rules.
1264

1265 All Employees, including substitute employees, shall be eligible for full insurance coverage under the
1266 SEBB program once they work 630 hours, or the District anticipates they work 630 hours or more in an
1267 eligibility year.
1268

1269 Once eligibility is established, it shall be maintained for the remainder of the eligibility school year,
1270 unless the employee's schedule or work pattern is revised such that they are no longer anticipated to

1271 work 630 hours or separate from employment. In this case, eligibility for benefits and eligibility for the
1272 employer contribution ends as of the last day of the month in which the change is effective.

1273
1274 All compensated hours in any position within the District shall count for purposes of establishing
1275 eligibility. A school employee who is not anticipated to work 630 hours within the school year because
1276 they are hired after the school year begins but they are anticipated to work at least 630 hours the next
1277 school year, establishes benefits eligibility for the employer contribution toward SEBB benefits as of
1278 their first working day if they are:

- 1279
- 1280 • A 9–10-month employee anticipated to be compensated for at least 17.5 hours a week in the last
- 1281 eight weeks counting backwards from the week that contains the last days of school; or
- 1282 • A 12-month employee anticipated to be compensated for at least 17.5 hours a week in 6 of the
- 1283 last 8 weeks counting backwards from the week that contains August 31, the last days of the
- 1284 school year.
- 1285

1286 Any employee who has worked 630 hours in the previous year and is returning to a similar position(s)
1287 with anticipated work hours of 630 or more determined by the District, will be eligible for benefits.

1288
1289 If two individuals are job sharing one position and they are both anticipated to work more than 630
1290 hours, they will both be eligible for SEBB benefits. The district will be required to pay the employer’s
1291 share of the benefit costs for each eligible employee. The District may terminate job sharing
1292 arrangements at any time after completion of each year.

1293
1294 **Benefit Enrollment and Continuity of Coverage:**

1295
1296 Employees shall select a carrier and plan(s) provided in the county in which they live or as per SEBB
1297 rules. Electronic enrollment processes shall be established consistent with SEBB rules.

1298
1299 In the month of September (beginning 2020), benefit coverage for eligible employees begins their first
1300 day of work, so long as the employee works on or before the first day of school. For all other eligible
1301 employees, benefit coverage will begin the first of the month following the employee’s first day of
1302 work.

1303
1304 Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month
1305 prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility
1306 requirements above.

1307
1308 Should an employee who previously was not anticipated to work 630 hours during the school year, and
1309 is subsequently employed in a position in which the District anticipates he/she will work 630 hours shall
1310 become eligible for benefits the first day of the month following the known date of eligibility.

1311
1312 **Premiums:**

1313
1314 The District shall pay the full portion of the employer premium as established by SEBB. Employees
1315 shall be responsible for their portion of the premium as established by SEBB.

1316
1317

1318 **Leaves:**

1319

1320 Paid leave hours shall count towards benefits eligibility under this section excluding any holiday hours
1321 from eligibility determinations. Employees on an approved unpaid leave will retain their
1322 employee/employer relationship.

1323

1324 An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the
1325 Washington State Paid Family Medical Leave (PFML) will continue to receive the employer
1326 contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

1327

1328 For an employee on leave without pay and who is no longer anticipated to meet the eligibility
1329 requirements for employer paid insurance, the employee will have the option of self-paying the premium
1330 to HCA for continuation.

1331

1332 **Benefit Termination:**

1333

1334 Any employee receiving benefits and chooses to terminate the employee/employer relationship shall
1335 continue to receive benefits through the end of their final working month of employment. In any month,
1336 other than June, July, or August, the employer contribution toward SEBB benefits ends the last day of
1337 the month in which the employer-initiated termination notice is effective and the last day of the month in
1338 which the employee-initiated resignation is effective.

1339 When employees are receiving benefits and separate from employment after completion of the
1340 employee's full contract obligation, the separation will need to be submitted with an effective date of
1341 August 31. The employer contribution toward SEBB benefits ends the last day of the month in which the
1342 school year ends (August 31).

1343

1344 **Substitutes:**

1345

1346 The District and the Association agree that substitute employees who have worked the previous two
1347 school years of 630 or more hours, and are anticipated to work 630 hours during the current school year
1348 will be determined by the District and will be eligible for benefits through SEBB. (WAC 182-31-040 5a)

1349

1350 Substitute employees will be monitored and reviewed monthly by the District for anticipated work
1351 hours. The substitutes deemed eligible based on their work history and anticipated work hours for the
1352 current school year will be offered SEBB Benefits.

1353

1354 **Legislative Changes and Reopeners:**

1355

1356 If the Washington State Legislature changes provisions of SEBB to allow for changes in employer
1357 contributions towards elective benefits, or substantially changes the medical coverage provisions, either
1358 party can reopen this agreement for negotiation of the changes.

1359

1360 **Section F: Health Exams**

1361

1362 When health exams are required by the District, cost of the same shall be paid by the District, unless
1363 such service is available at no charge through the regional health department.

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Section G: Inclement Weather

1. Less than twelve (12) month employees shall not be required to report to work when the buildings are closed due to inclement weather or unforeseen building closure. Employees not reporting for duty shall select one of the following options:
 - a. Take a salary deduction for the time not worked.
 - b. Use unused Personal Leave to cover absence.
 - c. Use accumulated but unused vacation time/comp time to cover such absence.
 - d. Emergency Leave
 - e. Add additional work days to meet the contracted number of days.
2. The District shall notify employees at least two (2) hours prior to the beginning of the shift of any school closure. Employees reporting to duty who have not received such notice shall receive a minimum of two (2) hours pay.
3. Twelve-month employees may, at their option, not report for duty during periods of time when the school buildings are closed due to inclement weather. Employees not reporting for duty shall select one of the following options:
 - a. Take a salary deduction for the time not worked.
 - b. Use unused Personal Leave to cover absence.
 - c. Use accumulated but unused vacation time/comp time to cover such absence.
 - d. Emergency Leave

Section H: Workshops, Conferences, and Staff Development

A. Professional Fund:

For mutual benefit of the employee and the District, \$8000 shall be budgeted annually for a staff development fund, which shall accrue for the duration of the agreement. All members of the bargaining unit shall have funds designated and available, in proration to their assigned FTE within the unit for the following:

1. Attendance at professional affiliation sponsored conferences and workshops. Legitimate, approved expenses will be reimbursed to the employee.
2. Bargaining unit members shall be allowed to use their staff development funds to purchase materials/or equipment of their choice that support their job assignments, and shall complete and submit the Professional Fund Request Form, which includes the 3-part acknowledgement sign-off the Association President, Human Resources or Supervisor, and employee. The form shall indicate the employee has been approved for use of professional funds for purchase of specified equipment. This item remains the property of the District and when the employee leaves the bargaining unit or the District, the property shall remain in place for utilization by others in the bargaining unit.

1410
1411 3. Staff Development Reimbursement - All classes, conferences, projects, etc. must be submitted
1412 to the immediate supervisor for final approval. Employees who are taking approved classes
1413 during the evening, summer and/or weekend hours may, at the employee's request, be
1414 reimbursed their straight hourly rate for actual seat time in class from their personal staff
1415 development fund allotment.

1416
1417 4. The District will provide purchase orders for registration/tuition fees, airline expenses, if any,
1418 and hotel accommodations, if any.

1419
1420 In the event the employee does not attend the prepaid activity, the employee is responsible for
1421 securing a refund of all prepaid expenses. Refunds will be credited to the employee's staff
1422 development account.

1423
1424 5. In the last year of the term of the Agreement, after April 1, any residual funds shall be made
1425 available to members of the bargaining unit who have exhausted their staff development funds.
1426 Employees may submit individual requests for reimbursement, up to a maximum of \$1000, until
1427 all funds have been spent. Employees may submit professional fund reimbursement requests for
1428 any normally qualifying expense allowed under the terms of this section for those expenses
1429 occurred during duration of the term of the agreement to the Association President and Human
1430 Resources after April 1. Requests will be considered in the order received by the Association
1431 President.

1432
1433 B. Professional Support:

- 1434
1435 1. Each bargaining unit member shall be entitled to one District paid classified self-directed
1436 professional development absence for one full workday to facilitate access to employee selected
1437 professional learning. This benefit shall accumulate from year to year for the duration of the
1438 contract.
- 1439 2. Professional Learning Community (PLC). Secretaries shall meet and confer with their
1440 colleagues during District approved and directed PLC time. This PLC time will be ~~directed and~~
1441 scheduled by the secretaries with approval of administration. The total PLC time available each
1442 year shall be paid by the District, and will not exceed six (6) hours and meetings will not be
1443 scheduled during student attendance hours.
- 1444 3. When an employee begins a new position, a period of orientation and training shall be available
1445 upon request and supervisor approval. The District shall pay the new employee trainer out of
1446 District funds, at their regular rate of pay, including overtime as applicable.
- 1447 4. When an employee requests training that the District is unable to provide, the employee shall
1448 submit a request to the District to allow them to attend a particular course or workshop with the
1449 cost (registration, materials, substitute, if necessary, etc.) ~~will be~~ paid by the District. The
1450 District will pay for attendance at such courses, paid at the employees hourly rate subject to the
1451 overtime provisions of this agreement.
- 1452
1453
1454

1455 **Section I: Education and Training Incentive Program**

1456
1457 Employees who complete an approved training program or education directly related to their current job
1458 classification and those employees who have previously completed a training program or education
1459 directly related to their current position will receive an annual stipend:

1460
1461 Programs completed within the range of 27-39 credits or 270-399 hours of documented attendance will
1462 receive \$1040.00 annually for a full-time employee (pro-rated by FTE).

1463
1464 Programs completed within the range of 40-80 credits, and AA or AS degree, or 400-800 hours of
1465 documented attendance will receive \$1560.00 annually for a full-time employee (pro-rated by FTE).

1466
1467 Education incentives will be paid annually in January. Employees will provide transcripts, certifications,
1468 or other documentation to Human Resources to substantiate that the training/education has been
1469 completed. All education incentive documentation must be submitted to Human Resources for review as
1470 a complete packet by December 1.

1471
1472 In the event any individual is denied the education and incentive recognition stipend, the Association
1473 and District shall meet in Labor Management to review the documents on a case-by-case basis.

1474
1475 **Section J: Commercial Driver’s License Reimbursement**

1476
1477 The District shall reimburse any associated fees for any bargaining unit member required to obtain or
1478 maintain a Commercial Driver’s License (CDL) upon submission of receipts and proof of licensure to
1479 the District.

1480
1481 **Section K: Administrative Assistant Stipend**

1482
1483 The District shall provide a cell phone stipend of \$25/month for those bargaining unit members required
1484 to communicate with their personal cell phones for school related business. Each bargaining unit
1485 member may submit a request and rationale statement to their supervisor for review, chronicling the
1486 work-related need.

1487
1488 **Section L: CPR First Aid Training**

1489
1490 The District shall support employee attendance at CPR/First Aid training. Any temporary employee
1491 anticipated to work thirty (30) days or more shall be eligible to request CPR training. The District shall
1492 pay the cost of training fees to obtain the initial certification and to renew current certifications. If an
1493 employee wishes to attend training from a vendor outside of the training offered by the District, the
1494 employee must submit the request to the HR Director for prior approval. If training occurs outside of the
1495 regular work day, attendance hours will be paid to the employees at their regular hourly rate subject to
1496 the overtime provisions of the contract.

1497
1498

1499 **Section M: Pay Increments**

1500
1501 If the hire date is one half year or greater, the movement on the longevity pay scale will take place in
1502 September each year.

1503
1504 **Section N: VEBA**

1505
1506 In accordance with state and federal law, employees have the opportunity to participate in VEBA
1507 options based on the outcome of the employee group votes conducted by the Association. If one (1) or
1508 more options are adopted by the employee group votes, all eligible employees in the group must
1509 participate. The Association will annually notify the District by December 1 of participation in the
1510 VEBA plan and the approved employee options. The Association’s written notification to the District
1511 will constitute agreement of the parties for implementation of VEBA options for the next calendar
1512 year. The election results remain in place for the entire calendar year.

1513
1514 **ARTICLE VI: GRIEVANCE PROCEDURE**

1515
1516 **Section A: Definitions**

- 1517
1518 1. "Grievant" shall mean a bargaining unit member or group of bargaining unit members or the
1519 Association.
1520
1521 2. "Grievance" shall mean a claim or complaint by a grievant that there has been a violation,
1522 misinterpretation or misapplication of any terms or provisions of this Agreement.
1523
1524 3. "Days" shall mean employee work days. After the last day of school and before commencement
1525 of the new term, days shall mean calendar days.
1526

1527 **Section B: Time Limits**

1528
1529 If the grievant fails to file or appeal according to the time lines set out herein, the grievance may not be
1530 further pursued and will be resolved according to the last formal response. In the event the District or its
1531 agents fail to meet a time line, the grievant may proceed to the next step of the procedure. The specified
1532 time limits shall be strictly observed but may be extended by mutual concurrence of the parties.
1533

1534 **Section C: Rights to Representation**

- 1535
1536 1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance
1537 procedure.
1538
1539 2. In the event a grievant elects to file and proceed without Association representation, he/she may
1540 do so through the first two steps of the procedure only, provided that the Association is present at
1541 every meeting or conference in order to protect its contract rights, and further provided that copies
1542 of the grievance, appeals and responses are given to the President in a timely fashion.
1543

1544 3. No grievance may be processed with a grievant having representation other than him/herself or the
1545 Association.
1546

1547 **Section D: Individual Rights**
1548

1549 Nothing contained herein shall be construed as limiting the right of any employees having a complaint to
1550 discuss the matter through administrative channels and to have the problems adjusted without the
1551 intervention of the Association, as long as the Association is notified in writing of the disposition of the
1552 matter and such disposition is not inconsistent with the terms of this Agreement.
1553

1554 **Section E: Procedure**
1555

1556 Grievances shall be processed in the following manner:
1557

1558 **Step 1: Supervisor:** The Parties encourage employees and their supervisors to attempt to resolve
1559 problems through free and informal communications prior to filing formal grievances.
1560

1561 Within twenty (20) days of the occurrence, or of the grievant's knowledge of the occurrence, the formal
1562 grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference
1563 between him/herself, the grievant and the Association Representative to take place within ten (10) days
1564 after receipt of the grievance. The supervisor shall provide the grievant and the Association with a
1565 written answer to the grievance within ten (10) days after the meeting. Such answer shall include all
1566 reasons upon which the decision was based.
1567

1568 **Step 2: Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Step 1,
1569 or if no decision has been rendered within the time line, the grievance may be appealed to the
1570 Superintendent. The Superintendent shall arrange for a hearing with him/herself, the grievant, the first
1571 level supervisor and the Association Representative, to take place within ten (10) days of his/her receipt
1572 of the appeal. The grievant and the Association shall have the right to include in the representation such
1573 witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the
1574 hearing, the Superintendent will have ten (10) days to provide his/her written decision, together with
1575 reasons for the decision to the grievant and the Association.
1576

1577 **Step 3: Mediation:** If no settlement has been reached at Step 3, the Association and the Grievant,
1578 within ten (10) days following the receipt of the Step 3 response, may submit a written statement of the
1579 grievance to the Superintendent for mediation. The District and the Association will utilize the services
1580 and procedures of the Public Employment Relations Commission.
1581

1582 If no settlement has been reached through mediation, and the Association determines the grievance has
1583 merit, it may, within ten (10) school days after the conclusion of the mediation, submit the grievance to
1584 binding arbitration, following written notice to the Superintendent.
1585

1586 **Step 4: Arbitration:** If the Association is not satisfied with the decision at Step 3, or if no disposition
1587 has been made within the time line, the Association may demand arbitration of the grievance. The
1588 grievance may be submitted by the Association to final and binding arbitration. If the parties fail to
1589 agree upon an arbitrator, the Union shall request a list of seven (7) qualified neutrals from the

1590 Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association
1591 (AAA). Upon receipt of the list of arbitrators, representatives of the District and Union shall, within
1592 fifteen (15) calendar days, select an arbitrator from said list.

1593 The arbitrator shall have complete authority to make any decision and provide any remedy
1594 appropriate except as otherwise prohibited by law or this Agreement. The decision of the arbitrator
1595 will be binding on both parties.

1596
1597 The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel
1598 and subsistence expenses and the costs of any hearing room, will be shared by both parties.

1599
1600 **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix
1601 B.

1602
1603 **Association Grievances:** If a grievance affects a group of employees or the Association, the
1604 Association may initiate and submit such grievance to the Superintendent directly, and the
1605 processing of such grievance shall commence at Step 2. Grievances involving more than one
1606 supervisor and grievances involving the administrator above the building level may be filed by the
1607 Association at Step 2.

1608 1609 **Section F: Miscellaneous**

- 1610
- 1611 1. No employee shall bear a loss of wages for attendance or participation in the grievance process up
1612 to and including arbitration, which occurs during the workday.
 - 1613 2. There shall be no reprisals of any kind by the District or an agent of the District against any
1614 employee for reason of his participation in the grievance process.
 - 1615 3. All documents, communication and records dealing with the processing of the grievance shall be
1616 kept in a separate file and a notation shall become a part of each party's personnel file.
- 1617

1618 **ARTICLE VII: STRIKES AND LOCKOUTS**

1619
1620 There shall not be authorized any strike, slowdown, or any other stoppage of work by the Association
1621 regardless of whether an unfair labor practice is alleged. The District will not lock out any employee
1622 covered by the Agreement. Should a strike, slowdown, or stoppage by the Association members occur,
1623 the Association shall immediately instruct its members to return to work. If the employees do not
1624 resume work as required by the Agreement immediately upon being so instructed, they shall be subject
1625 to discipline.

1626 1627 **ARTICLE VIII: WAIVER**

1628
1629 The District and the Association acknowledge that they have bargained with respect to all terms and
1630 conditions of employment. The District and the Association acknowledge that their agreements are fully
1631 set forth herein, that the omission of any reference to any aspect of the terms and conditions of
1632 employment is intended to be a waiver of the right to bargain with respect to the particular subject
1633 during the term of this Agreement.

1634

1635 Matters of common concern may be subject to negotiations during the period of this Agreement upon
1636 request and mutual agreement of both parties.

1637
1638 **ARTICLE IX: ENTIRE AGREEMENT**

1639
1640 This Agreement supersedes and cancels all previous written agreements between the District and the
1641 Association. Any amendment or agreement supplemental hereto shall not be binding upon either
1642 party unless executed in writing by the parties hereto.

1643
1644
1645 **ARTICLE X: DURATION**

1646
1647 This agreement represents the entire agreement between the Board and the Association and
1648 supersedes all prior agreements and cancels all previous agreements, verbal or written or based on
1649 alleged past practices between the parties and shall become in full force and effect retroactive to
1650 *September 1, 2023* and shall continue in full force and effect until midnight, *August 31, 2025*

1651 .
1652 Our unit is providing notice to the district that we will not complete the duties of employees
1653 belonging to other bargaining units. If the District has such an expectation, we are asking that we
1654 are provided that expectation in a written directive to the respective employee upon each instance.

1655
1656 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly
1657 authorized representatives on this 21st day of September, 2023.

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1659
1660 CAEOP

1661
1662 BY Original Signature on File
1663 Sara Keene, President

1660 DISTRICT
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1662 BY Original Signature on File
1663 Dr. John Anzalone, Secretary to the Board

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APPENDIX A
SALARY SCHEDULE 2023 – 2025

All classified employees shall be placed and make annual movement on the salary and longevity schedule, consistent with their respective level and years of service.

Upon initial hire into the bargaining unit, employees shall be placed on the salary and longevity schedule, with longevity credit given for prior continuous service within the District

Upon initial hire into the bargaining unit, any employee who is hired from another school district into a “like” position shall receive “years of service” credit on the longevity schedule.

Classified employees shall receive the following compensation on the schedule listed below:

2023-2024 Pay Rate: \$30.40 (5.7%)

2024-2025 The pay rate for each employee in the bargaining unit shall be enhanced by 5%

Level III Positions

- Elementary Administrative Asst.
- High School Administrative Asst. - CHS
- High School Administrative Asst. - HFHS
- High School Administrative Asst. - DHS
- Middle School Administrative Asst.
- Middle School Administrative Asst. – OMS
- Special Services Administrative Asst.
- Transportation Specialist
- Athletic Administrative Asst.
- HS ASB Admin. Asst. /Bookkeeper
- HS Admin. Asst. to Assoc. Principal
- MS Admin. Asst. /Bookkeeper
- MS Registrar
- HS Registrar
- District Office Receptionist/Talent Director Office Asst.
- HS Counseling Secretary
- HS ASB Secretary
- Secretary Assistant
- MS Activities and Athletics Secretary
- Community Education Secretary
- Truancy Secretary

1719 Employees shall receive the following longevity steps, in addition to their hourly rate:

1720

1721

1722 Longevity – Additional pay added to hourly rate:

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1724	2-6	.75
1725	7-9	.91
1726	10-12	1.08
1727	13-15	1.25
1728	16-18	1.42
1729	19-21	1.59
1730	22-25	1.76
1731	26-29	2.00
1732	30+	2.25
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Appendix B-1

CAMAS ASSOCIATION OF EDUCATIONAL
OFFICE PROFESSIONALS
And
CAMAS SCHOOL DISTRICT

**GRIEVANCE FORM
STEP I – Initiation of Grievance**

Grievance filed by _____
School/Department _____ Position _____
Supervisor with Authority to Settle the Complaint _____
Date of action which caused the Complaint _____

STATEMENT OF GRIEVANCE:

SECTION(S) OF THE CONTRACT ALLEGED TO BE VIOLATED:

REMEDY REQUESTED:

Signature of Grievant

Date Grievance Submitted to Supervisor:

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Appendix B-2

CAMAS ASSOCIATION OF EDUCATIONAL
OFFICE PROFESSIONALS
And
CAMAS SCHOOL DISTRICT

GRIEVANCE FORM
Step 2 – Appeal of Grievance

Grievance Appeal Filed By _____
School/Department _____ Position _____
Date of action which caused the Complaint _____

STATEMENT OF GRIEVANCE APPEAL:

SECTION(S) OF THE CONTRACT ALLEGED TO BE VIOLATED:

REMEDY REQUESTED:

Signature of Grievant

Date Grievance Appealed to Superintendent:

Appendix C Performance Evaluation Form Template



Camas School

Secretarial Staff Performance

Evaluation

Employee

Date

Position

Place a letter in the column indicative of performance. Supportive rationale must be provided in the narrative for “needs improvement” or “does not meet expectations” rankings, and is encouraged for outstanding performance.

Ratings: A=Meets Expectations B=Needs Improvement C=Unsatisfactory

Essential Functions (pulled from job description)	Rating
1. Comments:	
2. Comments:	
3. Comments:	
4. Comments:	
5. Comments:	
6. Comments:	
7. Comments:	
8. Comments:	
9.	

Comments:	
10.	
Comments:	
11.	
Comments:	
12. Perform other relevant and related duties as required by the District office.	
Comments:	

Successful Performance Requirements:	Rating
1. Problem Solving: Identify and resolve problems in a timely manner with minimal supervision. Gather and analyzes information and maintains confidentiality. Comments:	
2. Interpersonal Skills: Remains open to ideas, exhibits a cooperative attitude. Comments:	
3. Effective Communication: Articulate and appropriate verbal and written communication skills. Comments:	
4. Planning and Organizing: Ability to organize and prioritize activities. Comments:	
5. Quality: Demonstrates accuracy and thoroughness and monitors own work to ensure quality. Comments:	
6. Adaptability: Adapts to changes in the work environment, manages competing demands, and is able to deal effectively with frequent change, delays, or unexpected events. Comments:	
7. Dependability: Regular reliable attendance, follows direction, and solicits feedback. Comments:	

Goals or Achievements: List the past year’s goals and/or achievements and comment in the space below:

Employee Comments (employee may attach a separate sheet or comment below):

TO BE COMPLETED BY THE EMPLOYEE

My signature below indicates that I have seen this evaluation.

- I agree with the findings.
- I disagree with the findings.

- A statement regarding this evaluation is attached.
- A statement regarding this evaluation is not attached.

Employee Signature

Date

TO BE COMPLETED BY THE SUPERVISOR

- It is my judgment, based upon adopted criteria, that this employee's overall performance has been satisfactory during the evaluation period covered in this report.
- It is my judgment, based upon adopted criteria, that this employee's overall performance needs improvement. A performance improvement plan will be created cooperatively with this employee.
- It is my judgment, based upon adopted criteria, that this employee's overall performance has been unsatisfactory during the evaluation period covered in this report.

Supervisor Signature

Date