

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CAMAS SCHOOL DISTRICT #117

AND

PUBLIC SCHOOL EMPLOYEES OF CAMAS

SEPTEMBER 1, 2023 - AUGUST 31, 2026



Public School Employees of Washington/SEIU Local 1948
PO Box 798
Auburn, WA 98071-0798
1.866.820.5652
www.pseclassified.org

Table of Contents

PREAMBLE	.....	1
ARTICLE I	RECOGNITION	1
Section 1.1.	Classifications Represented.	1
Section 1.2.	School Board Determinations.....	1
Section 1.3.	Substitute Employees Becoming Regular Employees.....	1
Section 1.4.	Employee Types.	2
Section 1.4.1.	Contract Applicability.	2
ARTICLE II	APPROPRIATE MATTERS FOR NEGOTIATION.....	2
Section 2.1.	Matters for Negotiations.	2
Section 2.2.	Bargaining Other Positions.....	2
Section 2.3.	Negotiation Procedures.....	3
Section 2.3.1.	Formal Negotiations Team Size.	3
ARTICLE III	RIGHTS OF THE EMPLOYER	3
Section 3.1.	Management Rights.....	3
Section 3.2.	Rules and Regulations.	3
ARTICLE IV	RIGHTS OF EMPLOYEES	3
Section 4.1.	Right to Association Membership.	3
Section 4.2.	Matters of Concern.	3
Section 4.3.	Representative as Spokesperson.	4
Section 4.4.	Personnel File.	4
Section 4.4.1.	Medical File.	4
Section 4.5.	Nondiscrimination.	4
Section 4.6.	Video Cameras.....	4
Section 4.7.	Medication Administration	4
Section 4.8.	PRA Exemption/DV Survivor	5
Section 4.9.	Employee Personal Vehicles	5
ARTICLE V	RIGHTS OF THE ASSOCIATION	5
Section 5.1.	Privileged Communication.....	5
Section 5.2.	Association Notification of Disciplinary Action/Grievance.....	5
Section 5.3.	Association Presence on District Premises.....	5
Section 5.4.	Bulletin Boards.	5
Section 5.4.1.	Bulletin Board Maintenance.	5
Section 5.5.	Labor Management Committee.	5
Section 5.6.	Association Presence During Work Hour Meetings.....	6
Section 5.7.	Association President, Officers and Designated Representatives of the Association Release Time.	6
Section 5.8.	Swing Shift Meeting Attendance.....	6
Section 5.9.	.....	6
Section 5.10.	Member Training Release Time.	6

Section 5.11.	Access to New Employees of the Bargaining Unit.	6
Section 5.12.	New Employee Orientations.	6
Section 5.13.	New Hire Packets.	7
Section 5.14.	Dues Deductions	7
Section 5.15.	Hold Harmless	7
Section 5.16.	Committee on Political Empowerment (COPE)	7
ARTICLE VI	GRIEVANCE PROCEDURE	7
Section 6.1.	Grievance.....	7
Section 6.1.1.	Prior to Grievance Initiation.	7
Section 6.2.	Grievance Steps.	7
Section 6.2.1.	Step One.....	8
Section 6.2.1.1.	Discharge.	8
Section 6.2.2.	Step Two.....	8
Section 6.3.	Step Three.	8
Section 6.4.	Step Four: Mediation.	8
Section 6.4.1.	Mediation Scheduling.	9
Section 6.5.	Step Five: Arbitration.	9
Section 6.6.	Grievance or Arbitration Scheduling.....	9
ARTICLE VII	VACATIONS	10
Section 7.1.	Full Time Employee Vacation.....	10
Section 7.2.	Vacation Accrual.	10
Section 7.2.1.	First Year Accrual.....	10
Section 7.2.2.	Fifth Year Accrual.	10
Section 7.2.3.	Tenth Year Accrual.....	10
Section 7.2.4.	Eighteenth Year Accrual.....	10
Section 7.2.5.	Twenty-Fifth Year Accrual.....	10
Section 7.2.6.	Date Used to Prorate Vacation.	10
Section 7.3.	Vacation Scheduling.	10
Section 7.3.1.	Custodial Vacation on School Days.	10
Section 7.3.2.	Pay in Lieu of Vacation Leave.	11
Section 7.4.	Vacation Carryover and Cash Out.....	11
Section 7.5.	Retention of Vacation Following Layoff or Leave of Absence.	11
ARTICLE VIII	HOLIDAYS.....	11
Section 8.1.	Designated Paid Holidays.....	11
Section 8.2.	Holidays Falling on Weekends.....	11
Section 8.3.	Worked Holidays.	12
Section 8.4.	Holidays During Vacation.	12
Section 8.5.	Holiday Pay Eligibility.	12
Section 8.6.	Personal Unpaid Holidays.	12
ARTICLE IX	LEAVES.....	12
Section 9.1.	Attendance Incentive Program.	12
Section 9.2.	Sick Leave.	12

Section 9.2.1.	Sick Leave Accrual.....	12
Section 9.2.1.1.	Absence Call-in Procedures.....	13
Section 9.2.2.	Physician Statement.....	13
Section 9.2.3.	Emergency Leave.	13
Section 9.2.3.1	.....	13
Section 9.2.4.	Transfer of Sick Leave.....	13
Section 9.2.5.	Substitute Employee Sick Leave Accrual	14
Section 9.3.	Bereavement Leave.	14
Section 9.3.1.	Funeral Leave.	14
Section 9.4.	Maternity Leave.....	14
Section 9.5.	Adoption Leave.	15
Section 9.6.	Parental Leave.	15
Section 9.7.	Judicial Leave.	15
Section 9.8.	Leave of Absence.	15
Section 9.8.1.	Leave of Absence Defined.....	15
Section 9.8.2.	Position After Leave.	15
Section 9.8.3.	Benefits Retention During Leave.	16
Section 9.9.	Short-Term Unpaid Leave.	16
Section 9.9.1.	Notification of Effects of Unpaid Leave.	16
Section 9.9.2.	. ....	16
Section 9.10.	Personal Leave.....	16
Section 9.11.	Industrial Accident.....	16
Section 9.11.1.	Employee's Right to Return to Work.....	17
Section 9.12.	Military Leave.	17
Section 9.13.	Leave Sharing.	17
Section 9.14.	School Closures Due to Inclement Weather or Other Unforeseen School Emergencies.....	17
ARTICLE X	INSURANCE AND MEDICAL EXAMINATIONS.....	18
Section 10.1.	School Benefits Board Eligibility.....	18
Section 10.2.	Personal Liability/Death Insurance.....	18
Section 10.3.	District Require Health Examinations.	18
Section 10.4.	Industrial Accident Contributions.....	19
ARTICLE XI	HOURS OF WORK AND OVERTIME	19
Section 11.1.	Daily Work Schedule.....	19
Section 11.2.	Weekly Work Schedule.	19
Section 11.2.1.	Extra Time Shift Adjustment.....	19
Section 11.3.	Lunch and Breaks.	19
Section 11.3.1.	Breaks.	20
Section 11.4.	Transportation Shift Management.	20
Section 11.4.1.	Route Bidding.....	20
Section 11.4.1.1.	Route Bidding Procedures.	20
Section 11.5.	Extra Transportation Trips.....	21

Section 11.5.1.	Extracurricular Trips Defined.....	21
Section 11.5.2.	Bidding of Extracurricular Trips.	21
Section 11.5.2.1.	Extracurricular Trip Changes.	21
Section 11.5.3.	Van Guidelines for Athletics and Activities.....	22
Section 11.5.4.	School Bus vs. Charter Bus for Athletics and Activities.....	22
Section 11.5.5.	Compensation for Extra Trips.	23
Section 11.5.5.1.	Extracurricular Pre-trip and Drive Times.	23
Section 11.5.6.	Extracurricular Trip Meals and Lodging.	23
Section 11.5.7.	Drivers for Bus Maintenance.....	23
Section 11.6.	Additional Cafeteria Responsibilities.	23
Section 11.7.	Extra Custodial Work.	24
Section 11.8.	Alarm Call-In Procedures.	24
Section 11.8.1.	Call Backs.	24
Section 11.8.1.1.	Call Back Pay.	24
Section 11.8.2.	Phone Calls.	25
Section 11.9.	Regular Employee Position Changes.....	25
Section 11.9.1.	Regular Employees Working as Substitutes.	25
Section 11.10.	Overtime.	26
Section 11.10.1.	Transportation Personnel Overtime.....	26
Section 11.10.2.	Overtime Notification.	26
Section 11.10.3.	Compensatory Time Off.	26
ARTICLE XII	EMPLOYMENT NOTIFICATION, DISCIPLINE AND DISCHARGE.....	27
Section 12.1.	Position Elimination Notification.	27
Section 12.2.	Termination Notification.	27
Section 12.3.	Management Right to Discipline/Discharge.....	27
Section 12.4.	Progressive Discipline.	27
Section 12.4.1.	Progress Discipline Steps.	27
Section 12.5.	Employee Right to Union Representation.	27
Section 12.6.	Discipline/Discharge Notification.	27
Section 12.7.	Discipline Resulting from Drug and Alcohol Testing.....	27
Section 12.8.	Justifiable Cause.	27
ARTICLE XIII	SAFETY	28
Section 13.1.	CPR/First Aid Training.....	28
Section 13.2.	Job Training.....	28
ARTICLE XIV	PROFESSIONAL DEVELOPMENT	28
Section 14.1.	Professional Development Fund.....	28
Section 14.2.	District Required Training.....	29
Section 14.3.	Education and Training Incentive Program.....	29
Section 14.4.	SPED Paraeducator Training and Collaboration.	30
Section 14.5.	De-Escalation/Behavior Management.....	30
Section 14.6.	Food Service Training.	30
Section 14.7.	Paraeducator Certificate Fees.	30

ARTICLE XV	SENIORITY, PROBATION AND LAYOFF PROCEDURES	30
Section 15.1.	Seniority Defined.....	30
Section 15.1.1.	Breaking of Seniority Ties.....	31
Section 15.1.2.	New Employee Probation.....	31
Section 15.1.2.1.	New Employee Probation Completion	31
Section 15.1.3.	Seniority Following Probation.....	31
Section 15.2.	Loss of Seniority Rights.	31
Section 15.3.	Retention of Seniority Rights.	32
Section 15.4.	Job Classifications Defined.	32
Section 15.4.1.	Regular Employee Transfer Probation.	32
Section 15.4.1.1.	Regular Employee Probation Completion.....	32
Section 15.4.2.	Employment Across Classifications.....	32
Section 15.5.	Seniority and Experience in Hiring.	33
Section 15.6.	Posting of Positions.	33
Section 15.6.1.	Shift Increases.....	33
Section 15.6.1.1.	Shift Increases Over Time.	33
Section 15.6.1.2.	Employee Notification Prior to Posting.....	34
Section 15.6.1.3.	Alternatives to Posting - Bidding.	34
Section 15.6.1.4.	Custodial Shift Changes.	34
Section 15.6.2.	Bumping.	34
Section 15.6.2.1.	Clarification of Intent.	35
Section 15.6.3.	Qualification Determination.	35
Section 15.7.	Layoff Procedures.....	35
Section 15.7.1.	Laid Off Employee Reemployment.....	35
Section 15.7.2.	Laid Off Employee Priority as Substitute.....	35
Section 15.8.	Laid Off Employee Contact Information.....	35
Section 15.9.	Reemployment Forfeiture.....	36
Section 15.10.	Seniority and Benefits Forfeiture.....	36
Section 15.11.	Stacking of Time.....	36
Section 15.12.	Seasonal Position Posting.	36
Section 15.13.	Notice Distribution.	36
ARTICLE XVI	JOB DESCRIPTIONS	36
Section 16.1.	Job Description Review	36
ARTICLE XVII	PARAEDUCATORS.....	37
Section 17.1.	Minimum Education Requirements.....	37
Section 17.2.	State Mandated Training.....	37
Section 17.3.	State Mandated Training.....	37
Section 17.4.	Clock Hours.	37
Section 17.5.	Minimum Elementary Recess.....	37
ARTICLE XVIII	SALARIES	38
Section 18.1.	Salary Schedule.	38
Section 18.2.	Salary Schedule Duration.	38

Section 18.3.	Incremental Steps.....	38
Section 18.3.1.	Longevity Credit Following Transfer.....	38
Section 18.4.	Advanced Step Application.....	38
Section 18.5.	Notification of Monthly Pay.....	38
Section 18.5.1.	Payday.....	39
Section 18.6.	Determination of Prorated Pay.....	39
Section 18.6.1.	Seasonal Employee Prorated Pay.....	39
Section 18.7.	Clothing or Uniforms.....	39
Section 18.8.	Paid Training to Substitute.....	39
Section 18.9.	Meal and Travel Reimbursement.....	39
Section 18.10.	Advance Travel Per Diem.....	39
Section 18.11.	Drug and Alcohol Testing.....	39
Section 18.12.	Fingerprint Fees.....	40
ARTICLE XIX	SEPARABILITY OF PROVISIONS.....	40
Section 19.1.	Agreement Validity.....	40
Section 19.2.	Conflicts With State or Federal Statutes.....	40
Section 19.3.	Validity and Conflict Renegotiations.....	40
ARTICLE XX	TERM.....	40
Section 20.1.	Term of Agreement.....	40
Section 20.2	Legislation Openers.....	40
SIGNATURES	.....	41
SCHEDULE A	2023-2024	42

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

P R E A M B L E

This Agreement is made and entered into between Camas School District Number 117 (hereinafter "District" or "Employer") and Public School Employees of Camas (hereinafter "Association"), an affiliate of the Public School Employees of Washington/SEIU Local 1948.

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

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

24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

A R T I C L E I

R E C O G N I T I O N

Section 1.1. Classifications Represented.

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

Section 1.2. School Board Determinations.

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

Section 1.3. Substitute Employees Becoming Regular Employees.

Substitute employees working more than thirty (30) days during any single fiscal year shall be considered regular part-time employees and shall be included in the bargaining unit. The only provisions of this agreement applicable to represented substitutes are in Article X, Article XVI, Article XVII, Article XXI, Article XXIII, and Schedule A. Substitute employees will be entitled to ninety percent (90%) of Step 1 in Schedule A for wages.



1 **Section 1.4. Employee Types.**

2
3 **Regular Employee:** Employee who holds a regular full-time or regular part-time position in the
4 bargaining unit.

5
6 **Temporary Employee:** Employee who is hired for a specified period of time of two (2) or more weeks
7 but less than twelve (12) weeks for brief seasonal periods or to complete a work project. Examples
8 include summer work crew, technology projects, grounds projects, etc. These positions are not to cover
9 a regular employee who is absent. Temporary positions must be posted.

10
11 **Substitute:** An employee who is called in to replace a regular employee who is out on an excused
12 absence of less than twelve (12) weeks. Substitute positions are not posted.

13
14 **Long-Term Leave Replacement:** An employee who is hired for a specific period of time to cover for
15 an employee who is off work on a medical or school board approved leave of absence of twelve (12)
16 weeks up to one (1) year. Long-term leave replacements must be posted.

17
18 **Overload:** An employee who is hired to support a classroom teacher up to 5 hours per week total while
19 that classroom exceeds the established class size limits. In the event that enrollment falls below the
20 limit, the overload position ends.

21
22 **Section 1.4.1. Contract Applicability.**

23 The only provisions of the collective bargaining agreement which apply to temporary,
24 substitute, overload, and long-term leave replacement employees who are included in the
25 bargaining unit are, Article X, Article XVI, Article XVII, Article XXI, Article XXIII, and
26 Schedule A.
27
28
29

30 **ARTICLE II**

31 **APPROPRIATE MATTERS FOR NEGOTIATION**

32
33
34 **Section 2.1. Matters for Negotiations.**

35 It is understood and agreed by the parties hereto that matters appropriate for negotiations between the
36 parties shall relate to salaries, hours, working conditions, and grievance procedures. Any new policies,
37 or supplementary agreements adopted by the District that are applicable, will become part of this
38 Agreement, along with the existing policies. Any supplementary policies that are adopted by the
39 District shall be consistent with this Agreement, and with the Public Employees’ Collective Bargaining
40 Act. Individual policies and supplementary agreements may be revised, or new policies proposed at
41 any time if there is recognition of and/or consent by both parties of a need for change or for new
42 policies or agreements.
43

44 **Section 2.2. Bargaining Other Positions.**

45 Any proposed stacked or combined position will be negotiated with PSE leadership in terms of wages
46 and working conditions, pursuant to Section 15.4.2.
47



1 **Section 2.3. Negotiation Procedures.**

2
3 **Section 2.3.1. Formal Negotiations Team Size.**

4 When more formal negotiations to iron out differences begin, the representatives on the
5 negotiating teams will be limited to five (5), plus a designated chairman (chief negotiator) for
6 each team; provided, that if meetings are set during working hours, employees serving as
7 representatives on the negotiation team, shall be compensated for time in attendance. More than
8 five (5) PSE representatives may attend when mutually agreed.
9

10
11 **ARTICLE III**

12 **RIGHTS OF THE EMPLOYER**

13
14
15 **Section 3.1. Management Rights.**

16 It is agreed that the customary and usual rights, powers, functions, and authority of management are
17 vested in management officials of the District. Included in these rights in accordance with and subject
18 to applicable laws, regulations, and the provisions of this Agreement, are the right to direct the work
19 force, the right to hire, promote, retain, transfer, evaluate, and assign employees in positions; the right
20 to suspend, discharge, demote, or take other disciplinary action against employees; and the right to
21 release employees from duties because of lack of work or for other legitimate reasons. The District
22 shall retain the right to maintain efficiency of the District operation by determining the methods, the
23 means, and the personnel by which operations undertaken by the employees in the unit are to be
24 conducted.
25

26 **Section 3.2. Rules and Regulations.**

27 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
28 District. In making rules and regulations relating to personnel policies, procedures, and practices, and
29 matters of working conditions, the District shall give due regard and consideration to the rights of the
30 Association and the employees and to the obligations imposed by this Agreement.
31

32
33 **ARTICLE IV**

34 **RIGHTS OF EMPLOYEES**

35
36
37 **Section 4.1. Right to Association Membership.**

38 It is agreed that all employees subject to this Agreement shall have and shall be protected in the
39 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
40 The freedom of such employees to assist the Association shall be recognized as extending to
41 participation in the management of the Association, including presentation of the views of the
42 Association. The District shall not interfere, restrain, coerce, or discriminate against employees within
43 the District to encourage or discourage membership in any employee organization.
44

45 **Section 4.2. Matters of Concern.**

46 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
47 Association representatives.
48



1 **Section 4.3. Representative as Spokesperson.**

2 An Association representative may act as a spokesperson on behalf of an employee upon request of
3 such employee when she/he meets with a supervisor or other representatives of the District.
4

5 **Section 4.4. Personnel File.**

6 Employees, upon request, have the right to inspect, at reasonable times, all contents of their complete
7 personnel file kept within the District; provided, however, a District employee shall be present at all
8 times. Each employee's personnel file shall contain the following minimum items of information:
9 application, educational records, references, and evaluations. Any other material other than minimum
10 required items of information shall be shown to the employee and signed by the employee
11 acknowledging his/her awareness of the information, before being placed in the file. Evaluations will
12 be conducted at least once annually and placed in the employee's personnel file. An Association
13 member shall not evaluate another Association member with respect to employment performance.
14 Upon request, a single copy of any document(s) shall be provided to the employee. Materials from the
15 personnel file reviewed by an employee and judged by the employee to be derogatory to his/her
16 conduct, service, character, or personality may be answered and/or refuted in writing. An employee
17 may request the removal of derogatory material after three (3) years by notifying the superintendent.
18 The superintendent may maintain the material in the file beyond the three (3) years in special cases,
19 and notice shall be given to the individual and Association. Such written response shall become a part
20 of the written personnel records and kept in the file.
21

22 **Section 4.4.1. Medical File.**

23 In order for the District to be in compliance with the Americans with Disabilities Act (ADA), a
24 separate medical information file will be kept for each classified employee. Such file will
25 contain such sensitive information as immunization history, health related cards, and
26 information on medical history, and/or medical releases, etc. This medical information file will
27 only be accessed by those with a need to know the information contained therein.
28

29 **Section 4.5. Nondiscrimination.**

30 Neither the District nor the Association will discriminate against any employee subject to this
31 agreement on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged
32 veteran or military status, sexual orientation including gender expression or identity, the presence of
33 any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a
34 person with a disability, who, with or without reasonable accommodation, can perform the essential
35 functions of the job.
36

37 This section of the Agreement is not subject to the grievance procedure.
38

39 **Section 4.6. Video Cameras.**

40 The primary purpose of installed video cameras is to maintain student and staff safety. Employees and
41 their representatives will be allowed to review the tape(s) of video camera(s) when there is an issue of
42 employee misconduct. The employee's permission will be obtained before tapes are used for training.
43

44 **Section 4.7. Medication Administration.**

45 Employees requested to administer medications or perform health services shall be provided training.
46 If requested to administer medications, employees shall have right of refusal without employer reprisal
47 or disciplinary action unless such duties are included in the employee's job description. Employees



1 must receive the training before they are authorized to deliver the service or medication. Such training
2 will be provided by the district as necessary on an ongoing basis.

3
4 **Section 4.8. PRA Exemption/DV Survivor.**

5 The District agrees to follow the terms of RCW 42.56.250(1)(i) regarding requests for public records
6 seeking employees' personally identifiable information.

7
8 **Section 4.9. Employee Personal Vehicles.**

9 The School District agrees to follow the terms of SSHB 1491.

10
11
12 **ARTICLE V**

13
14 **RIGHTS OF THE ASSOCIATION**

15
16
17 **Section 5.1. Privileged Communication.**

18 The District will follow all applicable laws relating to privileged union-employee communication in
19 the course of union representation.

20
21 **Section 5.2. Association Notification of Disciplinary Action/Grievance.**

22 The Association shall promptly be notified by the District of any grievances or written disciplinary
23 actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance
24 Procedure Articles contained herein. The Association is entitled to have an observer at grievance
25 hearings and to make known the Association's views concerning the case.

26
27 **Section 5.3. Association Presence on District Premises.**

28 Representatives of the Association, upon making their presence known to the site office and after
29 following all required check-in procedures, shall have access to the District premises during business
30 hours, provided, that no conferences or meetings between employees and Association representatives
31 will in any way hamper or obstruct the normal flow of work.

32
33 **Section 5.4. Bulletin Boards.**

34 The District shall provide a bulletin board space in each school for the use of the Association. The
35 bulletins posted by the Association are the responsibility of the officials of the Association. Each
36 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
37 bulletins may not be posted. There shall be no other distribution or posting by employees or the
38 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
39 property, other than herein provided. Electronic mail may be used by the Union during non-duty time.

40
41 **Section 5.4.1. Bulletin Board Maintenance.**

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

44
45 **Section 5.5. Labor Management Committee.**

46 The Board of Trustees of the Association will meet with the superintendent of the District or the
47 superintendent's representatives on a mutually agreeable regular basis to discuss contractual matters.

1 **Section 5.6. Association Presence During Work Hour Meetings.**

2 Time during working hours will be allowed for two (2) Association representatives for attendance at
3 meetings with the District. Time will also be allowed for representatives and employees to discuss
4 grievances and appropriate matters directly related to work situations in their area or craft. Association
5 representatives will guard against the use of excess time in the handling of such matters.
6

7 **Section 5.7. Association President, Officers and Designated Representatives of the Association**
8 **Release Time.**

9 The Association President or designee shall be provided with release time to conduct PSE of Camas
10 union business up to a maximum of one hundred (100) hours per year. Such leave shall be subject to
11 the following:

- 12 1. The released days shall be with full pay and the Association shall pay to the District
13 all costs for substitute if a substitute is necessary.
- 14 2. Whenever possible, notification of the leave shall be submitted two (2) working days
15 before the leave is to take effect.
- 16 3. Use of this leave may be hourly, half-day, or whole day increments.
- 17 4. In the event that another Association member uses this leave, the Association President shall
18 notify the Employer that use of Association Leave has been approved by the Chapter.
19

20 **Section 5.8. Swing Shift Meeting Attendance.**

21 Swing shift personnel shall be allowed to attend PSE meetings, with the permission of the employee's
22 Supervisor, for a maximum of one hundred twenty (120) minutes per meeting provided their building
23 is left secured and provided further that they shall complete the total hours designated for their shift.
24 Swing shift personnel must document all hours made up as a result of attending meetings.
25

26 **Section 5.9.**

27 The names and cumulative days worked by substitute or temporary employees shall be provided to the
28 Union on a monthly basis.
29

30 **Section 5.10. Member Training Release Time.**

31 Up to five (5) designated Union representatives will be allowed time off with pay to a maximum of
32 three (3) days per year to attend PSE/SEIU trainings and conventions. The Union will fully reimburse
33 the District for all such release time.
34

35 **Section 5.11. Access to New Employees of the Bargaining Unit.**

36 The District will provide PSE reasonable access to new employees of the bargaining unit for the
37 purposes of presenting information about PSE to the new employee. "Reasonable access" for the
38 purposes of this section means the access to the new employee occurs within 30 calendar days,
39 exclusive of summer break, of the employee's start date within the bargaining unit; the access is for no
40 less than thirty (30) minutes; and the access occurs during the new employee's regular work hours,
41 when possible, at the employee's regular worksite, and/or at a location mutually agreed to by the
42 District and PSE.
43

44 **Section 5.12. New Employee Orientations.**

45 The District will provide PSE at least ten (10) days' notice of annual New Employee Orientation, and,
46 within 48 hours in advance of the orientation will provide an electronic list of expected participants.
47

1 The District will provide PSE no less than thirty (30) minutes to make a presentation during each New
2 Employee Orientation. District representatives shall not be present during PSE's presentation. PSE
3 shall have the right to distribute materials, such as PSE new hire packets, at the Orientation, pursuant
4 to RCW 41.56.037.

5
6 **Section 5.13. New Hire Packets.**

7 The District, at the time of hire, will provide all bargaining unit employees a PSE new hire packet, to
8 be furnished by PSE.

9
10 **Section 5.14. Dues Deductions.**

11 Upon written or voice authorization of any public employee within the bargaining unit, the District
12 shall deduct from the pay of such public employee the monthly amount of dues, certified by the
13 secretary of Public School Employees of Washington/SEIU Local 1948 (PSE), and shall transmit the
14 same to the treasurer of PSE. Upon authorization, the District shall deduct local dues as established by
15 the local PSE chapter and remit the same to the treasurer of the local PSE chapter.

16
17 **Section 5.15. Hold Harmless.**

18 The Union will indemnify, defend, and hold the District harmless against any claims made, and any
19 suit instituted against the District on account of any checkoff of Union dues or voluntary political
20 contributions.

21
22 **Section 5.16. Committee on Political Empowerment (COPE).**

23 The District shall, upon receipt of a written or voice authorization from PSE, deduct from the pay
24 of such bargaining unit employee the amount of contribution the employee voluntarily chooses for
25 deduction for political purposes and shall transmit the same to the treasurer of Public School
26 Employees of Washington/SEIU Local 1948 (PSE). Section 17.2 of the collective bargaining
27 agreement shall apply to these deductions. The employee may revoke the request at any time. At
28 least annually, the employee shall be notified about the right to revoke the request by PSE.

29
30
31 **ARTICLE VI**

32
33 **GRIEVANCE PROCEDURE**

34
35
36 **Section 6.1. Grievance.**

37 Grievances alleging violations of this Agreement shall be resolved in strict compliance with this
38 Article.

39
40 **Section 6.1.1. Prior to Grievance Initiation.**

41 Every effort is to be made to discuss and settle problems before going through the formal
42 grievance procedure. An individual may exercise his or her right to appear before the
43 immediate supervisor or relevant administrator without going through the formal grievance
44 procedure.

45
46 **Section 6.2. Grievance Steps.**

1 **Section 6.2.1. Step One.**

2 The employee shall first discuss the grievance with his/her immediate supervisor. If the
3 employee wishes, he/she may be accompanied by an Association representative at such
4 discussion. All grievances not brought to the immediate supervisor in accordance with the
5 preceding sentence within twenty (20) working days of the occurrence, or knowledge of the
6 occurrence, shall be invalid and subject to no further processing. Prior to, or immediately
7 following, the aforementioned discussion, the grievant will provide a written statement to the
8 supervisor documenting both the grievant’s allegation and that the Step 1 discussion occurred.
9

10 **Section 6.2.1.1. Discharge.**

11 A grievance concerning justifiable cause for discharge must be filed within ten (10)
12 days of discharge (Section 12.8), at step 2 of the grievance procedure as stated in
13 Section 6.2.2.
14

15 **Section 6.2.2. Step Two.**

16 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
17 subsection, the employee shall reduce to writing a statement of the grievance containing the
18 following and submit it to the immediate supervisor within ten (10) working days of the
19 discussion with the immediate supervisor:
20

- 21 A. The facts on which the grievance is based;
- 22
- 23 B. A reference to the provisions in this Agreement, which have been allegedly
24 violated; and
- 25
- 26 C. The remedy sought.
27

28 The employee shall submit the written statement of grievance to his immediate supervisor for
29 reconsideration. The parties will have ten (10) working days from submission of the written
30 statement of grievance to resolve it by indicating on the statement of grievance the disposition.
31 If an agreeable disposition is made, all parties to the grievance shall sign it.
32

33 **Section 6.3. Step Three.**

34 If no settlement has been reached within the ten (10) working days referred to in the preceding
35 subsection, and the Association believes the grievance to be valid, a written statement of grievance
36 shall be submitted within ten (10) working days to the District Superintendent or his/her designee.
37 After such submission, the parties will have ten (10) working days from submission of the written
38 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an
39 agreeable disposition is made, all parties to the grievance shall sign it.
40

41 **Section 6.4. Step Four: Mediation.**

42 The Grievant and the Association have the option that if no settlement has been reached within the ten
43 (10) working days referred to in the preceding subsection, and the Association believes the grievance
44 to be valid, a written statement of grievance shall be submitted to the superintendent for mediation
45 within ten (10) working days. Unless otherwise agreed to by the parties, the District and the
46 Association will utilize the services and procedures of the Public Employment Relations Commission.
47



1 **Section 6.4.1. Mediation Scheduling.**

2 If possible, grievance mediation will be scheduled during non-work hours. In the event that this
3 is not possible, the District will pay release time for two (2) Association members and one (1)
4 grievant to attend mediation. Other Association members directly involved with the grievance
5 will be allowed unpaid release time to attend mediation.
6

7 **Section 6.5. Step Five: Arbitration.**

8 If no settlement was reached during mediation and the grievant believes the grievance to be valid, the
9 employee may within ten (10) working days of the completion of medication demand arbitration of the
10 grievance. The grievance may be submitted by the Association to final and binding arbitration. If the
11 parties fail to agree upon an arbitrator, the parties shall request a list of seven (7) qualified neutrals
12 from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association
13 (AAA). Upon receipt of the list of arbitrators, representatives of the District and Union shall, within
14 fifteen (15) business days, select an arbitrator from said list.
15

- 16 A. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this
17 Agreement in arriving at a decision of the issue or issues presented, and shall confine
18 his/her decision strictly to disputes involving the violation or interpretation of the express
19 terms of this Agreement. The arbitrator shall be without power or authority to make any
20 decision which requires the commission of an act prohibited by law.
21
- 22 B. The arbitrator's decision shall be final and binding on the Union, the employee(s) involved,
23 and the District.
24
- 25 C. The fees and expenses of the arbitrator, the hearing room and court reporter, shall be borne
26 equally by both parties. All other expenses shall be borne by the party incurring them and
27 neither party shall be responsible for the expenses of witnesses called by the other.
28
- 29 D. The arbitrator shall render his/her decision within thirty (30) business days following the
30 conclusion of the arbitration hearing or submission of any post-hearing brief.
31
- 32 E. Grievance hearings shall be held at reasonable times and places that do not conflict with the
33 employee's working day unless otherwise mutually agreed.
34

35 **Time Limits.** Unless time limits as set forth are extended by specific mutual agreement of the District
36 and the Union, the number of days within each step is the maximum. Failure on the part of the District
37 to act within the time limits will move the grievance to the next step automatically. Failure of the
38 grievant or Union to comply with any time limits specified in this procedure shall constitute waiver of
39 the grievance.
40

41 **Section 6.6. Grievance or Arbitration Scheduling.**

42 The grievance or arbitration discussions shall take place whenever possible on school time. The
43 employer shall not discriminate against any individual employee or the Association for taking action
44 under this Article.
45
46
47
48



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE VII

VACATIONS

Section 7.1. Full Time Employee Vacation.

All 12-month employees subject to this Agreement shall receive paid vacation. The vacation shall be earned, vested, and used as designated in this Article.

Section 7.2. Vacation Accrual.

The paid vacation to which an employee shall be entitled shall be computed in accordance with the following schedule.

Section 7.2.1. First Year Accrual.

Upon completion of one (1) year of service with the District, each employee shall receive ten (10) days for the previous year.

Section 7.2.2. Fifth Year Accrual.

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

Section 7.2.3. Tenth Year Accrual.

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

Section 7.2.4. Eighteenth Year Accrual.

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

Section 7.2.5. Twenty-Fifth Year Accrual.

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

Section 7.2.6. Date Used to Prorate Vacation.

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

Section 7.3. Vacation Scheduling.

Employees will make a written request for vacation to the immediate supervisor at least two (2) weeks before the planned time or within a lesser time frame if mutually agreed to by the supervisor and employee. Vacation will be scheduled at the time of the employee request, whenever feasible, and shall be taken within the reasonable limits of maintaining needed personnel for building coverage and/or work requirements. The superintendent and supervisor will approve vacation schedules as early as possible.

Section 7.3.1. Custodial Vacation on School Days.

All 12-month custodial employees shall be entitled to use vacation one day or more at a time, but not more than five (5) days on student attendance days, as approved by the supervisor or

1 superintendent/designee based upon availability of substitutes and coordination of work
2 schedules. After a custodial employee's fifteenth (15) year of service, the employee may take
3 more than five (5) days of vacation on student attendance days, as approved by the supervisor
4 or superintendent/designee based upon availability of substitutes and coordination of work
5 schedules. Vacation shall not be scheduled during the week immediately following the close of
6 school or the week prior to the opening of school unless the request was made prior to June 1.
7 Any request for an exception to these conditions shall be made to the employee's supervisor
8 and shall state the need for the exception. Exceptions may be made at the discretion of the
9 supervisor and the superintendent/designee. The decision of the superintendent/designee is final
10 and not subject to the grievance procedure. The superintendent/designee and supervisor will
11 approve vacation schedules as early as possible.

12
13 **Section 7.3.2. Pay in Lieu of Vacation Leave.**

14 Employees may receive pay in lieu of vacations. Employees who are terminated shall be paid
15 for accrued vacation at their present rate.

16
17 **Section 7.4. Vacation Carryover and Cash Out.**

18 Unused vacation may be carried forward for a maximum total of forty (40) days with prior approval to
19 be filed in the District Administration Office. It must be understood by both the Association and the
20 District that only thirty (30) days can be paid at the time of retirement. Employees can cash out up to
21 ten (10) days each year for the purpose of reducing excess.

22
23 **Section 7.5. Retention of Vacation Following Layoff or Leave of Absence.**

24 Personnel who are laid off or on authorized leave of absence will, upon returning to their former
25 employment status with the District retain their former vacation rate of accrual. No vacation time credit
26 will accrue during their layoff or leave of absence.

27
28
29
30 **ARTICLE VIII**

31
32 **HOLIDAYS**

33
34 **Section 8.1. Designated Paid Holidays.**

35 All employees subject to this Agreement shall receive the following paid holidays that fall within the
36 employee's work schedule; provided, however, that all employees shall be compensated for Labor Day:

- 37
38
- | | |
|--------------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Jr's Day | 8. Veterans Day |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Juneteenth | 11. Christmas Day |
| 6. Independence Day | 12. Day after Christmas |
- 39
40
41
42
43
44

45
46 **Section 8.2. Holidays Falling on Weekends.**

47 Should any of the holidays listed above fall on a Saturday or Sunday, then either Friday or Monday
48 would be observed if these would be non-school days, or the superintendent shall arrange to add paid

1 vacation time. The individuals that work one (1) or two (2) days per week will need to work the day
2 before and the day after that holiday to be paid for that holiday.

3
4 **Section 8.3. Worked Holidays.**

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

7
8 **Section 8.4. Holidays During Vacation.**

9 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one
10 extra day of vacation with pay in lieu of the holiday as such.

11
12 **Section 8.5. Holiday Pay Eligibility.**

13 The employee, to be eligible for holiday pay, must have worked the scheduled day before and the next
14 scheduled working day following that holiday, unless excused by the employer, except, an employee
15 who has at least one (1) years' experience shall be eligible for Labor Day by working the next
16 scheduled day after the holiday in case school begins after Labor Day.

17
18 **Section 8.6. Personal Unpaid Holidays.**

19 The school district will allow employees to take two (2) unpaid holidays per calendar year for reason
20 of faith or conscience or an organized activity conducted under the auspices of a religious
21 denomination, church, or religious organization; provided, that the employee's absence would not
22 impose an undue hardship on the District.

23
24
25 **ARTICLE IX**

26
27 **LEAVES**

28
29 **Section 9.1. Attendance Incentive Program.**

30 Employees who arrive at work on time, work their full schedule each day, and have perfect attendance
31 on all 180 student attendance days will receive a monetary bonus of one hundred dollars (\$100).
32 Employees will be recognized at the end of the school year and will receive the bonus on their July pay
33 warrant. Absences due to inclement weather, FMLA, military, bereavement, or judicial leave will not
34 be counted against an employee for the purpose of receiving this bonus.

35
36 **Section 9.2. Sick Leave.**

37 Sick leave provisions for all employees shall be in accordance with State law, which includes family
38 care, personal illness, injury, emergency leave and temporary disability.

39
40 **Section 9.2.1. Sick Leave Accrual.**

41 The District shall follow the requirements of RCW 28A.400.300 in assigning compensated
42 leave for illness, injury and emergency. PSE employees will receive annual compensated leave
43 for illness, injury, and emergencies at a rate not to exceed twelve (12) days per year. The
44 District shall project the number of compensated annual leave for illness, injury and emergency
45 at the beginning of the school year. The employee shall be entitled to the projected number of
46 annual compensated leave for illness, injury, and emergency at the beginning of the school
47 year. Such annual compensated leave for illness, injury and emergency not taken during the
48 year shall be accumulated up to a limit allowed by statute (RCW 28A.400.300). At the time of

1 separation from employment, an employee who is eligible pursuant to the provisions of RCW
2 28A.400.210 shall receive remuneration at a rate equal to one day's current monetary
3 compensation of the employee for each four (4) days accrued leave for illness, injury and
4 emergency.

5
6 The District shall allow an employee to use a choice of his/her accrued sick or other paid leave
7 to care for a child of the employee under the age of eighteen (18) with a health condition that
8 requires treatment or supervision, a child of the employee who is over the age of eighteen (18)
9 who is incapable of self-care, or a grandchild who is under the age of eighteen (18) with a
10 health condition that requires treatment or supervision; or a spouse, parent, parent-in-law,
11 child-in-law, or grandparent of the employee who has a serious health condition or an
12 emergency condition. The definitions of family relationships are spelled out in RCW
13 49.12.265. An employee may not take advance leave until it has been earned. The District shall
14 not discharge, threaten to discharge, demote, suspend, discipline or otherwise discriminate
15 against an employee who uses this leave.

16
17 **Section 9.2.1.1. Absence Call-in Procedures.**

18 If an employee is unable to report to work because of illness or an emergency, they
19 must follow the call-in procedures as established by their building administrator or
20 supervisor. For positions that require a substitute employee, the employee must enter
21 the absence as soon as possible into the Frontline sub finding system, and also follow
22 the procedures established by the building administrator. Employees will be limited to
23 not more than two (2) notifications: one (1) into Frontline and one (1) phone call.

24
25 **Section 9.2.2. Physician Statement.**

26 Personnel claiming sick leave benefits due to illness or injury for more than five (5)
27 consecutive days may be required to submit a written statement from a physician which
28 outlines the need for a continued absence. For absences of less than five (5) days due to illness
29 or injury, a physician's statement may be requested at the option of the administration.

30
31 **Section 9.2.3. Emergency Leave.**

32 An emergency is a situation or adversity of such a nature that preplanning is not possible.
33 Emergency leave cannot be used where good judgment would dictate that the matter could and
34 should have been dealt with in some other manner. Emergency leave may not be used for
35 vacation periods or extensions thereof, recreational outings, or for business or social
36 appointments, or for matters of personal convenience. An employee who finds it necessary to
37 be absent from assigned duties by reason of emergency will notify the appropriate supervisor at
38 the earliest possible moment.

39
40 **Section 9.2.3.1.**

41 The District will not deduct emergency leave from members' leave balances when
42 absences are the direct result of a district mandate or proclaimed emergency closing
43 schools, campuses, or programs, with the exclusion of regular inclement weather
44 policies under Article 9.15.

45
46 **Section 9.2.4. Transfer of Sick Leave.**

47 Employees who have accrued sick leave while employed by a public school district,
48 educational agency, or institute of higher learning in the State of Washington shall be given

1 credit for such accrued sick leave upon employment by the District and verification provided
2 by the employee from their previous District. It shall be the responsibility of the new employee
3 to ensure that Human Resources receives official notification from the former District of any
4 sick leave balance at the time of resignation.

5
6 **Section 9.2.5. Substitute Employee Sick Leave Accrual**

- 7 A. Each substitute employee shall accrue one (1) hour of paid sick leave for every forty (40)
8 hours worked. A maximum of forty (40) hours of sick leave may be carried over into the
9 following year. RCW 49.46.210
10 B. Sick Leave accrued while a substitute employee shall not be lost when the employee is
11 hired as a regular full-time employee.

12
13 **Section 9.3. Bereavement Leave.**

14 Employees are entitled to four (4) days of bereavement leave with pay for each death in the employee's
15 immediate family within one (1) year of the immediate family member's death. In cases where
16 emergency factors or travel problems are involved, the employee may request up to two (2) additional
17 days' leave to be deducted from sick leave. Immediate Family is defined to include grandparents,
18 parents, siblings, spouse, sons, daughters, registered domestic partner, aunts, uncles, nieces, and
19 nephews. Family is also defined to include guardians, those under guardianship, foster family
20 members, stepfamily members, and in-laws. The four (4) days of allowable bereavement leave shall
21 not be deducted from sick leave.

22
23 Requests for bereavement leave for the death of someone outside the employee's immediate family as
24 defined above may be approved by the Human Resources Director.

25
26 **Section 9.3.1. Funeral Leave.**

27 Up to one (1) day per occurrence with full pay shall be granted for funerals and/or events
28 surrounding the death of a friend or family member not eligible under bereavement leave. Such
29 funeral leave shall not be deducted from sick leave. Up to two (2) additional days may be
30 requested if travel or special conditions exist to be deducted from sick leave and approved by
31 the superintendent or designee.

32
33 **Section 9.4. Maternity Leave.**

34 In accordance with WAC 162.30.020, a woman is entitled to take a Leave of Absence for childbirth for
35 a reasonable length of time and thereafter return to the same or similar position consistent with the
36 School District's policy on temporary disability.

37
38 Upon application, the District shall grant maternity leave for the time an employee is disabled due to
39 pregnancy. The following guidelines will apply:

- 40
41 A. The employee will be allowed to work as long as she is capable of performing her job and as
42 long as her health care professional concurs.
43
44 B. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and
45 recovery wherefrom are, for all job-related purposes, considered disabilities.
46
47 C. To be entitled to maternity leave, a woman shall inform the administration at least thirty (30)
48 days in advance of her intention to take leave, the approximate time she expects to return to

1 work, and, within thirty (30) days after childbirth, shall inform the administration of the
2 specific day when she will return to work.

3
4 D. The employee will be required to supply a health care professional release indicating the
5 duration of the disabled period. The employee may use any accrued sick leave or unpaid leave
6 during the period of disability.

7
8 E. Family leave or a leave of absence can be requested in accordance with board policy and
9 contract provisions.

10
11 **Section 9.5. Adoption Leave.**

12 Upon written application to the superintendent or designee, adoption leave without pay may be granted
13 for up to one (1) year to an employee for the care of a newly adopted child. If such adoption leave is
14 granted, the employee shall notify the superintendent and his/her immediate supervisor as soon as
15 possible of his/her intention to take adoption leave and the planned time for commencement of that
16 leave.

17
18 **Section 9.6. Parental Leave.**

19 An employee, upon request, shall be granted up to two (2) days with pay (the days shall be deducted
20 from sick leave) and two (2) additional days without pay if desired, on or about the date of the birth of
21 their child. This parental leave may be used by either parent.

22
23 **Section 9.7. Judicial Leave.**

24 In the event an employee is summoned to serve as a juror or appear as a witness in court related to
25 their District employment, or is named as a codefendant with the District, such employee shall receive
26 a normal day's pay for each day of required presence in court; provided, however, that any
27 compensation received for such service shall be deducted from such pay. Such deduction shall not
28 exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a
29 party in a court action, such employee may request a Leave Without Pay.

30
31 **Section 9.8. Leave of Absence.**

32
33 **Section 9.8.1. Leave of Absence Defined.**

34 Upon recommendation of the superintendent and approval of the Board of Directors, an
35 employee may be granted an unpaid leave of absence for a period not to exceed one (1) year;
36 provided, however, if such leave is granted due to extended illness, one (1) additional year may
37 be granted. The general purpose of a request for a one year leave of absence would be for a
38 personal or family illness, child rearing, recuperation, or civic duty, or the death of a close
39 family member, or other acceptable purpose as determined by the board.

40
41 **Section 9.8.2. Position After Leave.**

42 The returning employee will be assigned to the same or similar position occupied before the
43 leave of absence, provided the employee's position has not been eliminated by the District
44 during the employee's leave of absence. If position or similar positions have been
45 eliminated, they will be subject to all applicable, bumping and layoff procedures of this
46 agreement. Employees hired to fill positions of employees on long-term leave of absence
47 will be hired for a specific period of time and are not subject to Section 15.6.2. It shall be
48 the responsibility of the employer to inform replacement employees of these provisions.

1 **Section 9.8.3. Benefits Retention During Leave.**

2 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
3 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
4 the employee is on leave of absence; provided, however, that if such leave is approved for job
5 related injury, seniority shall accrue.
6

7 **Section 9.9. Short-Term Unpaid Leave.**

8 Approval of requests for unpaid leave of up to five (5) days will be at the discretion of the
9 superintendent or his/her designee. Unpaid leave will not be granted if the employee has unused or
10 unapproved personal or vacation leave at the time of the request. All personal and vacation leave must
11 be taken or prior approved for use before an employee will be given consideration for short-term
12 unpaid leave. Employees must request this unpaid leave at least five (5) days prior to the occurrence.
13 Requests for more than five (5) days of unpaid leave will be made to and approved at the discretion of
14 the School Board. Requests to the School Board must be made in time for consideration at regularly
15 scheduled Board meetings.
16

17 **Section 9.9.1. Notification of Effects of Unpaid Leave.**

18 The District shall, upon receipt of a request for unpaid leave of more than five (5) days, inform
19 the requesting employee of any affects that said unpaid leave may have on the employee's
20 working conditions before the request is presented to the School Board for consideration; i.e.,
21 prorated pay, insurance premium payments, leave, vacation, and seniority accruals, job
22 assignment upon return from the unpaid leave, etc.
23

24 **Section 9.9.2.**

25 If unpaid leave is not approved and the employee does not report for their shift, disciplinary
26 action may result pursuant to Article XII of this agreement.
27

28 **Section 9.10. Personal Leave.**

29 Three (3) days personal leave are provided for personal business, legal proceedings, or family matters
30 which cannot be conducted outside of working hours. For the third day, which is not cumulative,
31 employees will pay for the substitute at the substitute rate. After fifteen (15) years of service, the third
32 personal day will be fully funded, and employees may sell back or roll over unused hours of personal
33 leave up to a limit of five (5) days of accumulation. Whenever possible all personal leave requests will
34 be made to the supervisor at least five (5) working days in advance of the intended leave. The District
35 shall allow two (2) classified employees per building/department to use personal leave before or after a
36 holiday or vacation; provided that if substitutes are needed, a substitute can be secured in advance.
37 Personal leave may not be used during the first or last five (5) student attendance days without
38 approval (reason must be presented) by the superintendent. Unused personal days will be sold back to
39 the District at the full rate of pay. Upon written request, an employee may roll to the next school year
40 two (2) unused days of personal leave up to a limit of five (5) total days of accumulation. After fifteen
41 (15) years of service, employees may roll three (3) unused days of personal leave up to a limit of five
42 (5) total days of accumulation.
43

44 **Section 9.11. Industrial Accident.**

45 It is recognized that the payments received as compensation by an employee injured on the job under
46 circumstances bringing him/her within the coverage of the Workmen's Compensation Act of the State
47 of Washington are less than the regular wage payments received by the employee.
48

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

9
10 In order to receive benefits under this section, employees may be required, at the discretion of the
11 District and at District expense, to submit evidence in writing from a duly licensed medical examiner
12 as determined by the District that, in the opinion of the examiner the employee was physically unable
13 to return to work on the day or days for which benefits are claimed.

14
15 **Section 9.11.1. Employee's Right to Return to Work.**

16 The district will participate in the ESD 112 SW Washington Workers' Compensation Trust
17 Return to Work program. The purpose of the program is to return injured employees to work as
18 soon as possible while protecting their health and safety. An ESD 112 Claim's Manager works
19 with the employee, employer, and treating physician. Employees who can return to light or
20 modified duty will be paid at their regular rate of pay and can work at light or modified duty for
21 up to thirty (30) workdays.

22
23 **Section 9.12. Military Leave.**

24 Military leave shall be granted to classified employees as required by law. Employees shall notify
25 their immediate supervisor of the intended military leave and a copy of the military orders shall be
26 submitted in advance of the leave to the Classified Personnel Department. Military leave with pay shall
27 not exceed twenty-one (21) working days during each year beginning October 1 and ending the
28 following September 30. Military leave with pay is in addition to any vacation or sick leave to which
29 the employee is entitled and does not reduce benefits, performance ratings, privileges, or pay. In
30 addition to paid military leave, employees shall be granted a military leave of absence without pay and
31 will be reinstated upon their release from duty. While on paid or unpaid military leave or any
32 combination thereof, no adjustments will be made to the employee's seniority or longevity date.

33
34 **Section 9.13. Leave Sharing.**

35 Employees will be allowed to participate in leave sharing pursuant to RCW 28A.400.380 and
36 Chapter 392-136A WAC.

37
38 **Section 9.14. School Closures Due to Inclement Weather or Other Unforeseen School Emergencies.**

39
40 **Snow Days:**

- 41
42 1. School year employees will make up missed days due to inclement weather per the established
43 annual school District calendar.
44
45 2. Employees who work year-round (260 days) will report to work as soon as it is safe. Year-
46 round employees who are not able to come in can use accrued personal, vacation, or emergency
47 leave to cover the vacancy.
48

1 Late Starts/Early Release due to inclement weather or other unforeseen school District emergencies:

- 2
- 3 1. Full-time (260-day) employees: Report to work as soon as possible as conditions allow. If an
- 4 employee is not able to report to work on time, they can use accrued vacation, emergency
- 5 leave, personal leave, or arrange with their supervisor to make up for the time lost during the
- 6 current or the next pay period. Employees should record these hours appropriately on their time
- 7 sheet.
- 8
- 9 2. School-year employees in schools: Report to work in accordance with the late start schedule
- 10 unless other arrangements have been made with your building administrator. Employees can
- 11 use accrued emergency leave or personal leave to cover the time loss or can arrange with their
- 12 building administrator to make up the time loss during the current or next pay period. The
- 13 building administrator will determine what duties the employee can do to make this time up.
- 14 Employees should record these hours appropriately on their time sheet.
- 15
- 16 3. Bus Drivers: Drivers who lose a route due to late starts can use emergency or personal leave to
- 17 cover the lost route, or they can arrange with the transportation director to perform other duties
- 18 that support transportation operations during the current or next pay period if work is available.
- 19 If available work does not cover all affected drivers, available work will be offered by
- 20 seniority. Drivers should record these hours appropriately on their time sheets.
- 21
- 22 4. If school buildings are closed because of a pandemic or similar event, employees will be
- 23 expected to provide educational services to the extent possible.
- 24
- 25
- 26

27 **ARTICLE X**

28 **INSURANCE AND MEDICAL EXAMINATIONS**

29

30

31

32 **Section 10.1. School Benefits Board Eligibility.**

33 The District will offer eligible employees all benefits offered by the School Employees Benefit Board

34 (SEBB) administered by the Washington State Health Care Authority. The District will pay the

35 employer contributions to the HCA for SEBB insurance coverage for all eligible employees and their

36 dependents as mandated by state law and the rules promulgated by the HCA. Any and all benefits

37 available to district employees by SEBB will be offered in accordance with state law and applicable

38 rules.

39

40 **Section 10.2. Personal Liability/Death Insurance.**

41 The District shall provide liability coverage for all employees subject to this agreement per state

42 statute.

43

44 **Section 10.3. District Required Health Examinations.**

45 When health examinations are required by the District, the cost of same shall be paid by the District,

46 unless such service is available at no charge through the regional Health Department. The District has

47 the right to specify the health service or M.D. to perform the examination.

48

1 **Section 10.4. Industrial Accident Contributions.**

2 The District shall make required contributions for State or local Industrial Insurance on behalf of all
3 employees subject to this Agreement.
4

5
6 **ARTICLE XI**

7
8 **HOURS OF WORK AND OVERTIME**

9
10 **Section 11.1. Daily Work Schedule.**

11 The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday,
12 except in unusual cases where work demands may require Saturday work. Sunday work would be
13 required only in cases of emergency or special rental assignment. For purposes of administrative
14 issues, the work week will be defined as Sunday through Saturday; provided, however, that a
15 continuous shift started on Saturday that unexpectedly runs into Sunday will be counted as Saturday
16 work hours.
17

18 An employee may request an alternate schedule, (i.e., four 10-hour days). Employee requests may be
19 denied by the supervisor based on the employee’s specific work duties or other legitimate reasons to
20 ensure smooth operating conditions. If a seasonal alternate schedule is approved by the supervisor,
21 holiday pay will be based on the regular eight (8) hour shift.
22

23 Employees whose approved alternate daily schedule is in excess of eight (8) hours per day waive their
24 right to overtime compensation for hours worked in excess of the agreed-upon alternate scheduled
25 hours per day during this time period, with overtime being calculated after 40 hours per week, as
26 specified in Section 11.10 of this agreement. No alternate schedule requested will exceed ten (10)
27 hours per day.
28

29 **Section 11.2. Weekly Work Schedule.**

30 Each employee shall be assigned a definite and regular shift and workweek, which shall not be
31 changed by the District without prior notice to the employee of ten (10) working days, except in
32 emergency situations. If an emergency situation develops, the reason for the shift change will be
33 discussed with the employee. If a position is temporarily vacated due to temporary illness, this section
34 would not apply, as employees typically shift positions to cover for the temporary absence, i.e.,
35 nutrition service, para-ed, etc.
36

37 **Section 11.2.1. Extra Time Shift Adjustment.**

38 An employee working beyond their assigned shift, and not covering for staff absences or a
39 position vacancy, for more than twenty (20) workdays over a six-week period will have their
40 regular shift and FTE re-evaluated and adjusted to reflect the extra hours being worked on a
41 regular basis. The employees’ accrued leave will be adjusted to reflect the new regular shift.
42 Time worked beyond the employee's regularly assigned shift must be authorized in advance by
43 the employee's supervisor.
44

45 **Section 11.3. Lunch and Breaks.**

46 Each shift for full-time employees shall consist of eight (8) hours, 1440 hours per year. Such
47 employees shall receive a fifteen (15) minute break in the first half of the shift and a fifteen (15)



1 minute break in the second half of the shift. Lunch periods shall be non-paid and in addition to the
2 work shift.

3
4 **Section 11.3.1. Breaks.**

5 The District will follow the Fair Labor Standards Act regarding breaks.
6

7 **Section 11.4. Transportation Shift Management.**

8 Transportation personnel shall be assigned driving times by the Transportation Supervisor on the basis
9 of routes and transportation requirements. All extra and midday routes such as special education,
10 preschool, kindergarten, shuttles, mail runs, etc. will be bid separately; except, when home-to-school
11 hour requirements need to be met. All drivers shall receive, in addition to actual driving time, one-half
12 (1/2) hour per day for the purpose of bus cleanup and bus refueling and safety inspection; provided,
13 however, that such one-half (1/2) hour will be granted only after any useable layover time has been
14 first used for this purpose. If a particular route requires additional time above the one-half (1/2) hour
15 granted because of refueling or other requirements, the driver will be compensated when the additional
16 time is required.

17
18 During regular routes, drivers will be paid their base hourly rate for required layover time in addition
19 to actual driving time. All drivers will be at their bus ten (10) minutes before each run to perform the
20 required safety checks. Drivers will be paid a minimum of four (4) hours per day for morning and
21 evening routes or five (5) hours per day when a midday route is included. If the assigned routes do not
22 require the minimum hours required, appropriate work will be assigned in order to complete the
23 minimum required work shift. If a driver elects to drive less than a full assignment, an equitable daily
24 minimum may be worked out with the driver.
25

26 **Section 11.4.1. Route Bidding.**

27 All bus routes shall be bid during summer break. The District shall, prior to the last day of
28 school, notify each bus driver in writing as to the date, time and place for bidding for work for
29 the ensuing school year. If such notice is mailed, it shall be sent to the employee's most current
30 address on file.
31

32 **Section 11.4.1.1. Route Bidding Procedures.**

33 Following are the procedures used for bidding bus routes during the summer break
34 pursuant to Section 11.4.1.
35

- 36 1. All routes and available extra and midday runs shall be posted for bid.
- 37
- 38 2. Groups of up to four (4) drivers, by seniority, shall be called in and will bid on
39 the runs up to and not to exceed forty (40) hours per week.
- 40
- 41 3. Each stackable position cannot overlap more than five (5) minutes except when
42 a position is flexible such as Life Skills. Drivers may not stack their route(s)
43 with other District positions if those positions overlap, including on designated
44 early-release or late-start days.
- 45
- 46 4. Drivers bidding on special education routes can bid contingent on completing
47 any district required special education driver training.
48

5. Then the next four (4) drivers, by seniority, will be called in and so on and so forth.
6. The transportation PSE representative shall be present during the bidding process. If they are not available, then an equivalent person will take their place.
7. Proxy - If for some reason a driver cannot attend the bidding, said driver may present a written proxy to the transportation supervisor and the transportation PSE representative consisting of at least five (5) choices. If the driver's choices are not available, the driver will be awarded the next available route with the most hours at the time of the bidding.

Section 11.5. Extra Transportation Trips.

Extra trips shall be paid at the driver's regular rate subject to the provisions relative to overtime hereinafter provided.

Section 11.5.1. Extracurricular Trips Defined.

Extra trips are those scheduled trips which require a driver to work in addition to regularly scheduled runs. Breakdowns, accidents, or traffic congestion which require an extra driver to respond to a scene do not qualify as extra trips and will not be bid on as such. The District will use the first available resources.

Section 11.5.2. Bidding of Extracurricular Trips.

Extra trips shall be posted on the trip board as soon as the travel request is received and recorded by the transportation department. While posted on the trip board, drivers may bid by signing their name on lower portion of travel request form. Approximately two (2) working days prior to trip departure, the travel request will be removed from the trip board, this closes the bidding, and the driver assignment will be posted to the assignment board. Assignments will be awarded to the most senior driver who will not be placed in an overtime status by taking the extra trip. If the extra trip would place all interested drivers on the list into an overtime status, then the trip will go to the most senior driver on the list prior to any sub being used. The awarded driver cannot cancel on this trip unless ill or in the case of an emergency as defined in Article IX, Section 9.2.3. In the event of illness, the trip will be assigned to the second senior driver signed up.

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

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

Section 11.5.2.1. Extracurricular Trip Changes.

1. When an extracurricular trip (Section 11.5.2) is affected three (3) business hours or more before its scheduled leave time, it will be reassigned to the second senior driver that signed up.



2. When an extracurricular trip is affected less than three (3) business hours before the scheduled leave time, it will be reassigned to the next available senior driver that signed up.
3. Business hours are from 5:00 a.m. to 5:00 p.m., Monday through Friday.
4. The District will make a genuine effort to meet the three (3) hour timeline.

Section 11.5.3. Van Guidelines for Athletics and Activities.

The District recognizes that transporting students by school bus is the safest and preferable form for extracurricular trips. For those special events (e.g., multiple day/overnight trips, state competitions, small groups), when the use of a van is deemed appropriate by the district transportation director and district administrator, all vans must conform to safety, insurance, and legal requirements of the District and State. The following is a protocol concerning the use of district vans for transporting students in lieu of school bus transportation.

Guidelines include:

- A. Any activity or athletic team/group needing transportation for twelve (12) or less students may use district vans (2 drivers and 12 students). When two vans are used by the same athletic team or other group, one van will be driven by a bus driver provided a substitute is available to cover the driver's regular route.
- B. Any activity or athletic group requesting transportation for more than twelve (12) students will use a school district bus; provided, however, if no qualified Camas District school bus driver is available, multiple vans may be used.
- C. However, if special circumstances require unique transportation needs for the activity of member(s) of the group, the requesting administrator may request permission for the use of multiple vans from the district transportation supervisor. The district administrator and the PSE president, or his/her designee, will consult with the district transportation supervisor prior to rendering a decision. If all parties mutually agree, multiple vans may be used.

Section 11.5.4. School Bus vs. Charter Bus for Athletics and Activities.

When the use of a charter bus is deemed appropriate by the district transportation supervisor and building athletic director, all charter buses must conform to school bus safety, insurance, and legal requirements of the District and State. The following is a protocol concerning the use of charter buses for transporting students in lieu of school bus transportation.

Guidelines include:

- A. As a general rule, any activity or athletic team/group needing transportation for an event will use a district school bus and driver.
- B. However, any activity or athletic group requesting transportation exceeding 140-mile radius, resulting in multiple hours of travel, and when students will be expected to compete/performance; the district will be allowed to use a charter service.
- C. The district athletic director will consult with the district transportation director prior to rendering a decision. The PSE president, or his/her designee, will be notified at least five (5) days, or as soon as the need is known, prior to the date of departure whenever a charter bus will be used.

1 **Section 11.5.5. Compensation for Extra Trips.**

2 Extra trips shall be paid at the driver’s regular rate and will be subject to the provisions relative
3 to overtime hereinafter provided. Drivers are guaranteed a minimum of eight (8) hours pay
4 each day for overnight trips; provided, however, that all hours the driver is required to be on-
5 duty (i.e., remain with bus, supervise students and/or equipment, etc.) will be paid. Off-duty
6 periods of more than one (1) consecutive hour will not be paid time unless the driver’s total on-
7 duty time is less than the minimum guaranteed eight (8) hours. Drivers shall be notified of trip
8 cancellations in a timely manner. In the event that a driver is not notified of a trip cancellation,
9 and timely notice would have allowed the driver to resume their regular run, the driver shall be
10 compensated for their regularly schedule run time. This excludes weather-related cancellations.
11

12 **Section 11.5.5.1. Extracurricular Pre-trip and Drive Times.**

13 All extra trips pursuant to Section 11.5.3 shall include the following:

- 14 1. Ten (10) minutes pre-trip.
- 15 2. Driving time to the school where the trip is to load.
 - 16 Five (5) minutes
 - 17 a. Liberty
 - 18 b. Helen Baller
 - 19 c. Hayes Freedom
 - 20 Ten (10) minutes
 - 21 d. Camas High
 - 22 e. Heights Learning Center
 - 23 f. Dorothy Fox
 - 24 g. Woodburn
 - 25 Fifteen (15) minutes
 - 26 h. Skyridge
 - 27 i. Grass Valley
 - 28 j. Prune Hill
 - 29 k. Lacamas Lake
 - 30 l. Odyssey
 - 31 m. Discovery
- 32 3. Loading time will be as stated on the trip slip submitted by the person
33 requesting the trip.

34 **Section 11.5.6. Extracurricular Trip Meals and Lodging.**

35 Meals and lodging will be provided by the District based on Board policy 6213, explained in
36 6213P.
37

38 **Section 11.5.7. Drivers for Bus Maintenance.**

39 Upon receipt of new buses or when a bus needs to go off campus or out of the district for
40 maintenance purposes, mechanics and/or the transportation supervisor will be allowed to
41 transport the bus to and from the repair shop.
42
43

44 **Section 11.6. Additional Cafeteria Responsibilities.**

45 When cafeteria personnel are employed to supervise extraordinary activities, such as use of kitchens by
46 a community group, such employee shall be paid at his/her experience level on the Head Cook
47 schedule.
48



1 **Section 11.7. Extra Custodial Work.**

2 The following procedures will be used when assigning extra work to custodial staff for activities
3 held at district facilities on weekends or outside of regular custodial work hours.
4

- 5 1. If there is an event at a building outside of regular custodial work hours that is sponsored
6 by the school, that school's building custodians will be first offered the extra work by
7 seniority within the building. If no building custodian is available or interested in the extra
8 work, the extra work will be made available to other custodians and assigned to the
9 classification's most senior interested custodian.
10
- 11 2. When extra work is needed for a building sponsored event, the building administrator will
12 coordinate the work directly with the building custodial staff. If the current staff does not
13 want the work, the administrator will submit a request to the Operations department who
14 will post the assignment via district email.
15
- 16 3. If there is an event at a building outside of regular custodial work hours that is sponsored
17 by a community organization or a special event that deals with multiple schools (e.g.,
18 district or statewide tournament), the extra work will be assigned to the custodial
19 classification's most senior interested custodian.
20
- 21 4. When extra work is needed for a community or special event, the district contact will
22 notify the Operations department who will post the assignment via district email. The
23 classification's most senior interested custodian will be awarded the work.
24
- 25 5. Should no regular custodian bid on the posted extra work, the extra work will be assigned
26 to a substitute custodian.
27

28 **Section 11.8. Alarm Call-In Procedures.**

29 All alarm calls that occur while staff are on duty, Monday through Friday, will be handled by the on-
30 duty staff. Alarm calls that occur during time periods when no staff is on duty will be handled in the
31 following manner:
32

33 First response staff, as designated by the type of alarm, will respond based on round robin assignment
34 done according to each department's call back list. If no staff is available, the appropriate department
35 supervisor will be contacted.
36

37 **Section 11.8.1. Call Backs.**

38 A call back is defined as any work other than the normal work shift and workday,
39 noncontiguous with the normal work shift or workday, initiated by a supervisor.
40

41 **Section 11.8.1.1. Call Back Pay.**

42 An alarm, or call back will be compensated as follows, even during weeks including
43 holidays.
44

- 45 A. For calls occurring between the hours of 6:00 a.m. and 8:00 p.m., the employee
46 will receive a minimum of two and one-half (2½) hours at overtime pay for each
47 duty call.
48

1 B. For calls occurring between the hours of 8:00 p.m. and 6:00 a.m., the employee
2 will receive a minimum of three (3) hours at overtime pay for each duty call.
3

4 **Section 11.8.2. Phone Calls.**

5 An alarm, duty call, or call back that does not require a physical response (i.e., phone call only)
6 will be compensated as follows.
7

8 A. Related phone calls received from the same building within one (1) hour will be
9 considered one (1) non-physical response duty call.
10

11 B. For each non-physical response duty call, the employee will receive one (1) hour of
12 pay at the Step 1 pay rate.
13

14 C. Each non-physical response duty call will be considered an “hour worked” and will
15 be included in overtime calculations pursuant to Section 11.10 of the current
16 collective bargaining agreement.
17

18 **Section 11.9. Regular Employee Position Changes.**

19 A regular employee in the bargaining unit who chooses to accept a regular position in a lower
20 classification shall receive, for work performed in that classification, the lower rate of pay with the
21 employee’s steps and longevity acknowledged. A regular employee who chooses to accept a
22 regular position in a higher PSE classification shall receive, for work performed in that
23 classification, compensation at the higher PSE classification rate according to his/her experience
24 step. When a PSE member chooses to perform work responsibilities in an area outside of the PSE
25 jurisdiction, they will be paid at the rate of pay as established by that contract and/or salary
26 schedule or at their regular rate of pay, whichever is greater.
27

28 **Section 11.9.1. Regular Employees Working as Substitutes.**

29 Employees who choose to voluntarily sub in other positions cannot leave their regular position
30 to accept an assignment unless it has been pre-approved by the immediate supervisor. Without
31 prior approval from the employee’s immediate supervisor, any and all sub assignments
32 accepted cannot interfere with their regular assignment.
33

34 A regular employee within the bargaining unit who has a regular assignment and who
35 voluntarily chooses to substitute, or “fill in,” to a higher paying position shall receive the higher
36 of the Step 1 wage for that position or the employee’s regular rate of pay.
37

38 A regular employee within the bargaining unit who has a regular assignment who is
39 temporarily redirected and assigned by the District to substitute, or “fill in,” to a higher paying
40 position shall receive the rate of pay for the time spent in that position according to the
41 employee’s experience step.
42

43 A regular employee within the bargaining unit who has a regular assignment and who
44 voluntarily chooses to substitute, or “fill in,” to a lower paying position shall receive the Step 1
45 wage for that position.
46

47 A regular employee within the bargaining unit who has a regular assignment, who is
48 temporarily redirected and assigned by the District to substitute, or “fill in,” to another lower

1 paying position shall receive the rate of pay that the employee receives in his or her regular
2 assignment.

3
4 A regular employee within the bargaining unit who has a regular assignment, and who
5 voluntarily chooses to substitute, or “fill in,” to an assignment with the same job title, shall
6 receive the rate of pay that the employee receives in his or her regular assignment.

7
8 For pre-planned absences with one (1) working day or more notice, currently employed
9 paraeducators, who are available and qualified, shall be used in Special Ed to substitute before
10 outside substitutes are called.

11
12 **Section 11.10. Overtime.**

13 All hours worked in excess of eight (8) per day or forty (40) per workweek, shall be compensated at
14 one and one-half (1½) times the employee’s hourly rate, except as provided in the following
15 subsection. All Duty Call and Alarm Call-In hours are considered hours worked when calculating an
16 employee’s compensation and the pay rate to be used. When calculating overtime hours for the forty
17 (40) workweek, paid holidays shall not be included.

18
19 **Section 11.10.1. Transportation Personnel Overtime.**

20 Bus drivers will be compensated at one and one-half (1½) times the applicable rate for all hours
21 worked, in excess of forty (40) hours per workweek. Any/all employees agreeing to
22 supplemental work outside of the bargaining unit will be compensated at one and one-half (1½)
23 times the applicable rate for all hours worked, in excess of forty (40) hours per workweek.

24
25 **Section 11.10.2. Overtime Notification.**

26 When possible, employees shall be notified at least one (1) hour in advance of any overtime
27 assignment. Overtime shall be distributed by seniority and qualifications.

28
29 **Section 11.10.3. Compensatory Time Off.**

30 A full year (260-day) employee may, at his/her option, request compensatory time off in lieu of
31 overtime compensation. Compensatory time, if granted, may be accrued; provided, however,
32 that records shall be maintained and there must be a reasonable expectation that the employee
33 will be provided with an opportunity to expend the accrued time. The District shall not solicit
34 employees to accept compensatory time in lieu of other compensation. Compensatory time in
35 lieu of overtime as provided in this Article shall be accrued at the rate of one and one-half (1½)
36 hours for each hour worked beyond eight (8) hours. Whenever possible, employees will request
37 to use compensatory time at least five (5) days before the occurrence.

38
39 Compensatory time not used by the last day of August will be paid to the employee at the rate
40 in effect when the compensatory time occurred. This is to encourage employees to use the time
41 accrued and/or to appropriately compensate them for overtime worked.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XII

EMPLOYMENT NOTIFICATION, DISCIPLINE AND DISCHARGE

Section 12.1. Position Elimination Notification.

Should the District decide not to rehire any employee, the employee shall be notified in writing by June 1 of each year. If they are not notified, they have a right to expect to be rehired.

Section 12.2. Termination Notification.

It is mutually agreed that employees will give the District written notice of intent to terminate employment at least two (2) weeks in advance of leaving, and the District will give employees two (2) weeks written notice of intent to terminate an employee, except as provided in the previous section.

Section 12.3. Management Right to Discipline/Discharge.

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

Section 12.4. Progressive Discipline.

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

Section 12.4.1. Progress Discipline Steps.

The progressive steps shall normally be as follows:

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

Section 12.5. Employee Right to Union Representation.

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

Section 12.6. Discipline/Discharge Notification.

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

Section 12.7. Discipline Resulting from Drug and Alcohol Testing.

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

Section 12.8. Justifiable Cause.

The issue of justifiable cause shall be resolved in accordance with the Grievance Procedures of this Agreement. The grievance concerning justifiable cause must be filed within ten (10) days of discharge, at Step 2 of the grievance procedure, Section 6.2.2.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XIII

SAFETY

Section 13.1. CPR/First Aid Training.

It is mutually recognized that safety within the confines of the District operation is paramount, and that the District shall provide CPR/First Aid and/or Fire Prevention courses for all employees subject to this Agreement. The District may require CPR/First Aid courses of all employees who work with, or are around children, including but not limited to bus drivers, food services, para-educators, and custodians. The District will pay for attendance at such courses at the employee's hourly rate subject to the overtime provisions of this Agreement. It is agreed that the Employer and all employees shall be vigilant in seeking out unsafe or hazardous objects or conditions and will report them immediately to the appropriate personnel for correction.

Section 13.2. Job Training.

All new employees shall receive documented training, by job classification, in order to be able to perform their assigned job more safely. Such training should be completed during the employee's regularly scheduled shift. Exceptions may be granted by a supervisor, but employees must have prior approval to complete training outside of their assigned shift and will be compensated at their regular rate of pay.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

Section 14.1. Professional Development Fund.

During the life of this Agreement, the District will provide seventeen thousand five hundred dollars (\$17,500) per year, for regular employees, for professional development. The money will roll over if not used, within the terms of the agreement.

Professional Staff Development

Guidelines for disbursement of funds:

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

1. Employees should attempt, whenever possible, to utilize local training opportunities to reduce the amount of funds spent. If authorized, the employee will only be reimbursed for the actual cost of meals. Travel and accommodation expenses will not be reimbursed with professional development money.
2. All supervisor-approved requests will be reviewed by a joint PSE/Administration committee for disbursement of funds.
3. Employees wishing to use professional development funds for college tuition may do so, however, the course needs to relate to the employee's current position, or the person needs to

1 be working towards an education-related degree. Employees requesting tuition reimbursement
2 must pass the class with a 'C' or better.

- 3
- 4 4. Employees may 'pool' training funds to bring in an outside presenter/trainer.
- 5
- 6 5. Employees may pay themselves "seat time" for attendance at trainings. *Seat time definition:* If
7 an employee attends a training session during regular working hours, the employee will be paid
8 their daily wages. If an employee attends a training session that is not during their regular
9 working hours, the employee may use professional development funds to pay themselves for
10 time spent in the training, however, this time will not count towards overtime calculations.
- 11

12 Procedure for Requesting Professional Development Funds:

13

- 14 1. Requests to access professional development funds must be pre-authorized by the supervisor
15 and must be applicable to the employee's current position. An employee needs to complete a
16 PSE Professional Staff Development Fund Request for Prior Approval form, attach a copy of
17 the class/activity agenda, and submit it to their supervisor at least two (2) weeks prior to the
18 event.
- 19
- 20 2. The committee will confirm with the business office that funds are available, and the employee
21 will be notified of approval or denial.
- 22
- 23 3. If the cost of the training exceeds one hundred dollars (\$100), the employee may request a
24 purchase order from the business office for the registration fee. The employee must give the
25 business office five (5) days' notice for processing.
- 26
- 27 4. If the cost of the training is less than one hundred dollars (\$100), or there is less than five (5)
28 days' notice, the employee must pay the registration fee and can submit a request for
29 reimbursement. All requests for reimbursement must include proof of attendance, and a copy of
30 the prior approval form.
- 31

32 **Section 14.2. District Required Training.**

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

35

36 **Section 14.3. Education and Training Incentive Program.**

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

40

- 41 • Trainings accrued within the range of 27-39 credits or 270-399 hours of documented
42 attendance will receive one thousand forty dollars (\$1,040) annually for a full-time employee
43 (pro-rated by FTE).
- 44
- 45 • Trainings accrued within the range of 40-80 credits, and AA or AS degree, or 400-800 hours of
46 documented attendance will receive one thousand five hundred sixty dollars (\$1,560) annually
47 for a full-time employee (pro-rated by FTE).

1 Education incentives will be paid annually in January. Initial documentation must be submitted to
2 Human Resources by December 1 to be eligible for the January incentive payment. Employees will
3 provide copies of transcripts, certifications, or other documentation to Human Resources to
4 substantiate that training/education has been completed. All education incentive documentation must
5 be submitted to Human Resources for review at the same time in an organized and orderly fashion.
6 Intermittent submittals of individual documents will not be considered as a submittal toward
7 qualification for the annual education incentive payment.
8

9 A joint committee consisting of representatives of the union and an equal number of district
10 representatives shall determine what constitutes approved training under this section.
11

12 **Section 14.4. SPED Paraeducator Training and Collaboration.**

13 In addition to any mandated training hours, special education paraeducators will be offered an
14 additional five (5) paid hours per school year for District-approved training and an additional five (5)
15 paid hours per school year for collaborative planning. Collaborative planning requests initiated by the
16 paraeducator may be pre-approved by a supervisor or administrator, up to their five (5) hours, with less
17 than forty-eight (48) hours' notice. Dates and times for training and collaborative planning meetings
18 will be provided as far in advance as possible with a minimum of forty-eight (48) hours' notice.
19

20 **Section 14.5. De-Escalation/Behavior Management.**

21 All remaining classified staff will be offered an additional three (3) paid hours per school year for
22 District approved de-escalation/behavior management training.
23

24 **Section 14.6. Food Service Training.**

25 Food service workers will be compensated at their regular rate of pay for all hours in attendance at
26 District mandated trainings and all trainings required as a condition of continued employment.
27 Registration, travel, certifications, and all other associated costs will be the responsibility of the
28 District.
29

30 **Section 14.7. Paraeducator Certificate Fees.**

31 Upon completion of training for state-mandated paraeducator certificate programs required for
32 continued employability, the District will reimburse employees for the state-required application fees
33 after they have received their certificate(s).
34
35
36

37 **ARTICLE XV**

38 **SENIORITY, PROBATION AND LAYOFF PROCEDURES**

39
40
41 **Section 15.1. Seniority Defined.**

42 Seniority, as referenced herein, means seniority within the employee's current job classification, or any
43 job classification in which the employee has worked as a regular District employee. Seniority begins
44 on the employee's first day of regular (not substitute or temporary) employment, and classification
45 seniority begins on the first day of regular (not substitute or temporary) employment in the specific job
46 classification. The seniority of an employee in the bargaining unit shall be established on the date the
47 employee began continuous daily employment not the day that the school board took action to hire
48 (hereinafter "hire date") unless such seniority shall be lost as herein after provided.



1 **Section 15.1.1. Breaking of Seniority Ties.**

2 In the event that more than one individual employee began continuous daily employment on
3 the same date, ties in seniority shall be broken in the following manner:
4

- 5 A. **New Hires:** Time worked as a district substitute within the classification will be
6 used to determine the ranking on the seniority list. If the affected employees have
7 not worked as a district substitute within the classification, a drawing by lot shall be
8 held. The Association and all employees so affected shall be notified in writing of
9 the date, place, and time of the drawing. The drawing shall be conducted openly and
10 at a time and place which will allow affected employees and the Association to be in
11 attendance.
12
- 13 B. **Reclassification:** When the District reclassifies or consolidates positions, the
14 affected employees' previous classification seniority will be used to break the
15 seniority tie and determine their ranking in the new classification.
16
- 17 C. **Transfers:** When bargaining unit employees transfer to an open or new position, the
18 affected employees' seniority within the classification will be used to break the
19 seniority tie. If none of the affected employees are from within the classification, a
20 drawing by lot shall be held. The Association and all employees so affected shall be
21 notified in writing of the date, place, and time of the drawing. The drawing shall be
22 conducted openly and at a time and place which will allow affected employees and
23 the Association to be in attendance.
24

25 **Section 15.1.2. New Employee Probation.**

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

31 **Section 15.1.2.1. New Employee Probation Completion**

32 New employees who are still within their probation period are not eligible to bid on new
33 positions until they successfully complete their probation.
34

35 **Section 15.1.3. Seniority Following Probation.**

36 At the completion of the probationary period, a new hire employee will have full seniority
37 rights effective with the employee's hire date and will be subject to applicable rights and duties
38 contained in this Agreement.
39

40 **Section 15.2. Loss of Seniority Rights.**

41 The seniority rights of an employee shall be lost for the following reasons:
42

- 43 A. Resignation
44 B. Discharge for any reason contained in this Agreement
45 C. Retirement
46
47
48

1 **Section 15.3. Retention of Seniority Rights.**

2 Seniority rights shall not be lost for the following reasons, without limitation:

- 3
- 4 A. Time lost by reason of industrial accident, industrial illness, or jury duty
- 5 B. Time on leave
- 6 C. Time spent on other authorized leaves of absence, not to exceed one year
- 7 D. Time spent in layoff status
- 8

9 **Section 15.4. Job Classifications Defined.**

10 Seniority rights shall be effective within the general job classification. As used in this Agreement,
11 general job classifications are Custodial, Field Maintenance, Maintenance, Transportation, Food
12 Service, Paraprofessionals, Community Education, and Professional Technical.

- 13
- 14 A. The following application of seniority rights within the Professional Technical general job
15 classification shall apply:
 - 16 1. Seniority in job title; then
 - 17 2. Seniority in general job classification.
- 18 B. The following application of seniority rights within the Food Service general job classification
19 shall apply:
 - 20 1. Seniority in general job classification.
- 21 C. Employees who change job classifications within the bargaining unit shall retain their original
22 hire date and previous classification seniority date solely for layoff purposes pursuant to
23 Section 15.6.2.
- 24

25 **Section 15.4.1. Regular Employee Transfer Probation.**

26 Employees who transfer from one classification to another or fill new or open positions
27 pursuant to Article XV shall also serve a probationary period of thirty (30) working days.
28 During the probationary period the employee shall receive the regular rate of pay for which the
29 employee would be eligible; the District may, however, reassign the employee to his/her
30 previous job position anytime during the probationary period. The employee also has the right
31 to be reassigned to his/her previous job position upon request during the first ten (10) working
32 days of his/her new assignment. Employees who accept positions outside of the bargaining unit
33 also have the right to be reassigned to their previous job position within the bargaining unit
34 upon request during the first ten (10) working days of the new assignment.

35

36 **Section 15.4.1.1. Regular Employee Probation Completion.**

37 Employees who are still within their probationary period are not eligible to bid on new
38 positions until they successfully complete their probation excluding custodians.

39

40 **Section 15.4.2. Employment Across Classifications.**

41 The District may hire an employee in two or more classifications creating a stacked or
42 combined position, pursuant to Section 2.2, provided the hours do not conflict. The employer
43 shall do everything possible to accommodate the employee while attempting to schedule work.
44 Such employees will be placed on both seniority lists and will not be considered to be stacking
45 time pursuant to Section 15.11.

1 **Section 15.5. Seniority and Experience in Hiring.**

2 The senior employee (pursuant to Section 15.4) shall have preferential rights regarding open shift
3 selection, vacation scheduling, promotions, overtime, and retention in layoffs. Training, experience,
4 and seniority shall be criteria for filling all assignments to new or open positions, within the bargaining
5 unit.

6
7 Training, experience, certifications, and seniority shall be translated to clearly documented objective
8 measures as referenced in job descriptions, job duties, testing, and evaluations. If all combined
9 objective measures are equal, seniority shall be used as the deciding measure. When training and
10 experience objectively indicate a less senior person is more qualified, the administrator will provide
11 written documentation of the specific objective measures indicating the less senior person is more
12 qualified due to training and experience.

13
14 When considering training, the administrator will look at such things as education before and after
15 being hired by the school District, as well as participation in workshops, seminars and on-the-job
16 in-services specifically related to performance in the educational setting and to interpersonal skills.
17 Knowledge of the curriculum of the District will also be considered.

18
19 Experience will be determined by accounting for time spent successfully working in an educational
20 setting as well as time spent successfully working in the private sector. Although the total experience
21 will include the educational setting and private sector time, the length, type, and successful
22 performance in an educational setting will have a higher priority.

23
24 **Section 15.6. Posting of Positions.**

25 The District shall publicize within the bargaining unit the availability of all open and new positions and
26 their location as soon as is practicable after the District is apprised of the opening. Open and new
27 positions shall not be permanently filled by the District until interested employees have had at least
28 five (5) workdays to apply. During the summer months when school is not in session, the District shall
29 post new and open positions, and shall notify all association members by e-mail and the District
30 website posting. Employees may request to be notified of open positions in writing. The requests for
31 notification are to be submitted annually prior to the expiration of the school year.

32
33 **Section 15.6.1. Shift Increases.**

34 Any position increased by thirty-one (31) minutes or more per day, or its equivalent if the
35 increase is in days rather than hours, will be considered a new position and shall be posted in
36 accordance with Section 15.6 at the time of the change; provided, however, that in
37 transportation only changes of one (1) hour or more will be considered new positions. All
38 bargaining unit employees are eligible to apply for new positions, provided the provisions
39 related to probation are met pursuant to Section 15.4.1.1.

40
41 **Section 15.6.1.1. Shift Increases Over Time.**

42 In the event incremental bits of time are added to a position that total thirty-one (31)
43 minutes or more a day within a school year, the position will be considered a new
44 position and shall be posted in accordance with Section 15.6; provided, however, that in
45 transportation only a change of one (1) hour or more will be considered new positions.

1 **Section 15.6.1.2. Employee Notification Prior to Posting.**

2 Employees currently working in positions that are increased will be notified prior to the
3 position being posted.
4

5 **Section 15.6.1.3. Alternatives to Posting - Bidding.**

6 In the event that more than five percent (5%) of the total number of positions in the
7 classification will be considered new positions and subject to the five (5) workday
8 posting requirement, the district and the union will meet to discuss alternative methods
9 of handling the large number of open positions.
10

11 **Section 15.6.1.4. Custodial Shift Changes.**

12 A custodial position whose shift start time is changed by two (2) hours or more on a
13 permanent basis, or incremental changes totaling two (2) hours or more within a twelve
14 (12) month period, will be considered a new position and shall be posted in accordance
15 with Section 15.6. Temporary shift changes on non-student attendance days are not
16 subject to this section.
17

18 **Section 15.6.2. Bumping.**

19 Bumping will not be allowed until all new and open positions have been filled pursuant to
20 Section 15.5. Bumping may not be used as a means for advancement or to increase an
21 employee's annual income.
22

23 In the event an employee loses thirty-one (31) minutes or more per day, or its equivalent if the
24 reduction is in days rather than hours, from his/her current assignment, or experiences the
25 elimination of his/her position, that employee may opt to either:
26

- 27 1. Accept the reduction and remain in their current position; or
- 28 2. Bump into a position held by a junior employee that is equal to their current
29 assignment. If no equal position is available, the employee may opt to bump into a
30 position as close to their current position as possible.
- 31 3. Junior employees affected by a bump may opt to either bump into a position held
32 by a junior employee using the same criteria or be placed on layoff status.
- 33 4. Be placed on layoff.
34

35 A. Employees choosing to bump may exercise their seniority "bumping" rights for assignments
36 provided they:
37

- 38 1. Have prior successful experience in the specific position; or
- 39 2. Possess the training and experience, pursuant to Section 15.5, needed to
40 successfully perform the essential functions of the position; and
- 41 3. Possess greater seniority than the employee who would otherwise be retained in
42 the position.
43

44 B. The following positions will be exempt from "bumping" unless the employee wishing to
45 "bump" occupies the same position or has held the same position in the past:
46

- 47 1. Special Education Paraprofessionals
- 48 2. Student Specific Special Education Paraprofessionals

1
2 C. In the event there are no work hours available in the general job classification currently
3 held by the employee and the employee has previous experience in a different
4 classification, the employee may opt to use their previous classification seniority in order to
5 maintain their district employment. Such displaced employees shall remain on the layoff/re-
6 employment list, pursuant to Section 15.7, for the general job classification currently held
7 by the employee according to their seniority in that classification.
8

9 **Section 15.6.2.1. Clarification of Intent.**

10 The provisions of Section 15.6.2 apply to bargaining unit employees experiencing a
11 reduction which negatively affects their annual income by the equivalent of a loss of
12 thirty-one (31) minutes or more per day. This equivalent can be through a loss of daily
13 work hours, a reduction in the number of annual workdays, or through reclassification
14 of their position to a lower pay rate.
15

16 **Section 15.6.3. Qualification Determination.**

17 The determination of whether or not qualifications have been met shall be made by the
18 District's evaluation of the employee's qualifications as they relate to the qualifications
19 enumerated in the job description.
20

21 **Section 15.7. Layoff Procedures.**

22 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
23 District according to seniority within the classifications affected by such layoff. In the event that the
24 District reestablishes the layoff positions or makes additional classified positions available, such
25 employees are to have priority over applicants from other classifications [excluding displaced
26 employees pursuant to Section 15.6.2(C)], substitute employees, and applicants from outside the
27 district, by seniority, in filling any opening within the classification(s) held prior to layoff, except as
28 otherwise limited in this Article. Names shall remain on the reemployment list for two (2) years.
29

30 **Section 15.7.1. Laid Off Employee Reemployment.**

31 Individuals whose names are on the reemployment list, who elect to accept a position with the
32 District which is substantially less (thirty-one [31] minutes or more per day or its equivalent)
33 than the position previously held, shall remain an active name on the reemployment list.
34

35 **Section 15.7.2. Laid Off Employee Priority as Substitute.**

36 Employees on layoff status shall have first option at daily work by seniority. These employees
37 shall be paid at Step 1 within the classification they are currently working. Within the
38 Frontline, sub finding system, the District will create a preferred sub list that gives preference
39 to staff on layoff status who wish to sub.
40

41 **Section 15.8. Laid Off Employee Contact Information.**

42 An employee on layoff status shall file his/her address, email address and telephone number in writing
43 with Human Resources of the District and shall thereafter promptly advise the District in writing of
44 any change of address. The District will provide the Association with advance notice and reasonable
45 opportunity to bargain the effects of layoffs and/or reductions in hours. In emergency situations, as
46 currently provided by law, the District will negotiate these matters with the Association as soon after
47 implementation as is possible. It is the responsibility of those in layoff status to apply for available new
48 or open positions. Employees on layoff status shall file their address, phone number and email address

1 (if applicable) in writing with Human Resources of the District and shall thereafter promptly advise the
2 District in writing of any change of address. The District will document offers of reemployment via
3 email and phone call.
4

5 **Section 15.9. Reemployment Forfeiture.**

6 An employee shall forfeit rights to reemployment as provided in Section 15.7, or if he does not
7 respond to the offer of reemployment within fifteen (15) days.
8

9 **Section 15.10. Seniority and Benefits Forfeiture.**

10 An employee on layoff status who rejects a written offer by the District in writing of reemployment
11 forfeits seniority and all other accrued benefits, provided that such employee is offered a position
12 substantially equal (within 30 minutes per day, or its equivalent) to that held prior to layoff.
13

14 **Section 15.11. Stacking of Time.**

15 Employees will be allowed to apply for new or open positions and stack new or open secondary
16 positions to their existing primary position as long as the following conditions are met.

- 17 A. The new hours will in no way create a program scheduling conflict.
- 18 B. The supervisors of both affected programs agree to the stacking arrangement.
19

20 **Section 15.12. Seasonal Position Posting.**

21 With respect to seasonal PSE employment, the District will post all seasonal work on the District
22 employment website and will send via e-mail all seasonal postings to PSE members. PSE members
23 who meet the qualifications of the position will have the first right of refusal to the position(s), by
24 seniority, provided they meet the qualifications of the position, and the position does not interfere with
25 the employee's performance of their duties in their permanent position with the District. The District
26 will provide, at the employee's request, information pertaining to non-bargaining unit, seasonal,
27 temporary employment. Employees can request notifications to be mailed to them by providing the
28 District with self-addressed stamped envelope(s) to the human resource office prior to the end of the
29 school year. Information will be supplied to the employee in ample time for application.
30

31 **Section 15.13. Notice Distribution.**

32 All notices of non-bargaining unit classified positions shall be sent to the PSE President for
33 distribution.
34

35
36 **ARTICLE XVI**

37
38 **JOB DESCRIPTIONS**

39
40 **Section 16.1. Job Description Review**

41 It is mutually agreed that written job descriptions and/or daily work schedules will be provided by the
42 District for all employees subject to this Agreement. During the first year of each new agreement, any
43 need for changes will be negotiated between the two (2) parties. Changes to job descriptions shall be
44 given to the Union for review. If there is any question about duties, as the duties pertain to
45 compensation, the two parties will meet to negotiate compensation.
46
47
48

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XVII

PARAEDUCATORS

Section 17.1. Minimum Education Requirements.

All paraeducators defined as classified school employees who work under the supervisor of certificated or licensed staff member to support and assist in providing instructional and other services to students and their families must meet the following minimum requirements:

1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; **and**
2. (a) Hold an associate of arts degree; **or**
(b) Have earned seventy-two (72) quarters credits or forty-eight (48) semester credits at an institution of higher education; **or**
(c) Have completed a registered apprenticeship program; **or**
(d) Have received a qualifying score on the education testing service paraeducator assessment as published by the professional educator standards board.

Section 17.2. State Mandated Training.

Professional development hours, which include clock hours and the state approved apprenticeship program, will count towards continuing education credit hours. All training hours will be paid at the employee's regular rate of pay.

Section 17.3. State Mandated Training.

1. *Fundamental Course of Study:*

The Fundamental Course of Study (FCS) is twenty-eight (28) hours of training that covers paraeducator standards of practice as defined in WAC 179-09-050. The district will implement this section only in school years for which state funding is appropriated specifically for the purposes of this section and only for the number of days that are funded by the appropriation.

Completion of the FCS is mandatory and a condition of employment for paraeducators.

2. *General Paraeducator Certificate:*

Seventy (70) additional clock hours (beyond the twenty-eight [28] completed for the FCS) to help improve instructional practices.

The District will implement this section only in school years for which state funding is appropriated specifically for the purposes of this section and only for the number of days that are funded by the appropriation.

Section 17.4. Clock Hours.

The district will provide clock hours annually to all staff who complete the training described in this Article during the school year for which state funding is appropriated specifically for the purposes of this section and only for the number of days that are funded by the appropriation.

Section 17.5. Minimum Elementary Recess.

Beginning the 2024-2025 school year, the School District agrees to follow the requirements of SB 5257.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE XVIII

SALARIES

Section 18.1. Salary Schedule.

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

Section 18.2. Salary Schedule Duration.

Salaries for the term of this agreement should be as follows:

2023-2024	five-point seven percent (5.7%)
2024-2025	five-point nine percent (5.9%)
2025-2026	two-point four five percent (2.45%)

In the event the School District and Camas Education Association agree to an increase of more than five-point seven percent (5.7%) for the 2023-2024 school year, the School District will agree to increase the salary for employees subject to this Agreement to that negotiated amount for the 2023-2024 school year.

In the event the School District and Camas Education Association agree to an increase of more than five-point nine percent (5.9%) for the 2024-2025 school year, the School District will agree to increase the salary for employees subject to this Agreement to that negotiated amount for the 2024-2025 school year.

Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms and conditions of Section 20.2. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 18.3. Incremental Steps.

Incremental steps, where applicable, shall take effect on September 1 of each year during the term of this Agreement. To be eligible for an increment advancement, an employee must have worked at least one-half (1/2) of the preceding work year.

Section 18.3.1. Longevity Credit Following Transfer.

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

Section 18.4. Advanced Step Application.

A new employee may apply to be placed on an advanced step of the salary schedule by being allowed credit for previous similar experience. Employees transferring from another K-12 school district within the state of Washington or returning to employment with the Camas School District within six (6) months will retain their longevity pursuant to RCW 28A.400.300.

Section 18.5. Notification of Monthly Pay.

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



1 **Section 18.5.1. Payday.**

2 Payday shall be the last business day of each month.

3
4 **Section 18.6. Determination of Prorated Pay.**

5 All employees working four (4) hours or more shall have their pay prorated over a twelve (12) month
6 period. Employees who are regularly scheduled to work less than 4 (four) hours will be paid on a time-
7 card basis. Because of frequent adjustments in the month of September, Bus Driver pay will be figured
8 in October and pro-rated over an eleven (11) month period.

9
10 **Section 18.6.1. Seasonal Employee Prorated Pay.**

11 Seasonal employees are employees who are generally scheduled to work September through
12 November, and again March through August. Seasonal employees will have their pay prorated
13 during their work months so as to equalize their pay.

14
15 **Section 18.7. Clothing or Uniforms.**

16 Special clothing or uniforms, including safety shoes or boots, used by employees shall be furnished by
17 the School District, when required. Mechanics, Maintenance, Field Maintenance, Food Service,
18 Drivers, and Custodial staff shall wear closed heel and toe shoes at all times. All employees in
19 positions that require special clothing be worn per regulations or statute will comply. All employees
20 will be provided with personal protective equipment (PPE) for their position per statute as needed.
21 Employees in the Mechanics classification will be provided with a tool allowance stipend of one
22 thousand dollars (\$1,000) annually.

23
24 During the school year, designated staff who are required to wear uniforms will wear the items
25 provided by the district. These staff members may wear school appropriate t-shirts between the first
26 workday in July through the third week of August. School appropriate is defined as shirts with sleeves
27 and minimal graphics (i.e., no reference to drugs, alcohol, profanity, or illegal activities). Shirts with
28 cut off sleeves are considered inappropriate and are not allowed.

29
30 **Section 18.8. Paid Training to Substitute.**

31 During off-duty hours, when the District requires employees to train in a position prior to subbing to
32 position, the employee will be paid the substitute rate of pay for all hours worked.

33
34 **Section 18.9. Meal and Travel Reimbursement.**

35 Meal and travel reimbursements will be reimbursed in the same or immediately following pay period
36 after the request is received by the business office.

37
38 **Section 18.10. Advance Travel Per Diem.**

39 On overnight trips, the District will estimate room and meal costs and advance per diem to the
40 employees if the estimated per diem will exceed fifty dollars (\$50) daily.

41
42 **Section 18.11. Drug and Alcohol Testing.**

43 The District agrees to pay all costs connected with the federally mandated Drug and Alcohol Testing
44 Program (see District Policy and Procedures 5259 and 5259P) including: pre-employment for
45 involuntary in-District transfers, random, post-accident, reasonable suspicion, and the split test if
46 requested by the employee. Costs for time spent testing or traveling to and from the testing site will be
47 paid by the District. In cases where a test is positive and/or the employee requests a split test which
48 shows positive, the District may recover all test costs from the employee. Also, in these incidences, the



1 employee will not be eligible for reimbursement for time spent in tests or traveling to and from the
2 testing site.

3
4 **Section 18.12. Fingerprint Fees.**

5 Fingerprint background check fees may be reimbursable expenses for substitutes being hired into the
6 Food Service and Custodial departments. Substitutes will pay for and obtain fingerprint clearance. This
7 fee may be reimbursed upon the substitute completing twenty (20) hours of work within one (1)
8 month, provided the substitute provides the fingerprint fee receipt. Circumstances that may prohibit
9 twenty (20) hours of work being completed will be reviewed on an individual basis.

10
11
12
13 **ARTICLE XIX**

14
15 **SEPARABILITY OF PROVISIONS**

16
17 **Section 19.1. Agreement Validity.**

18 If any provisions of this Agreement or the application of any such provision is held invalid, the
19 remainder of this Agreement shall not be affected thereby.

20
21 **Section 19.2. Conflicts With State or Federal Statutes.**

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

24
25 **Section 19.3. Validity and Conflict Renegotiations.**

26 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
27 such provision shall be renegotiated pursuant to Section 20.2.

28
29
30
31 **ARTICLE XX**

32
33 **TERM**

34
35 **Section 20.1. Term of Agreement.**

36 The term of this Agreement shall be September 1, 2023 through August 31, 2026.

37
38 **Section 20.2. Legislation Openers.**

39 Schedule A and Articles related to wages shall be reopened as necessary to consider the impact of any
40 legislation enacted, following execution of this agreement, which may arguably directly affect salaries
41 or benefits by increasing funding specifically for employee salaries or benefits, provided, however, that
42 any raise funded by the state legislature will be passed to employees. Either party shall notify the other
43 in writing no later than April 1 of the current year of the desire to reopen the agreement for the
44 purposes of bargaining over said impact. If legislative action directly affecting salaries or benefits
45 occurs after April 1, either party may request an exception to the deadline.

46
47
48



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

SIGNATURES

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

PUBLIC SCHOOL EMPLOYEES
OF CAMAS

CAMAS SCHOOL DISTRICT #117

BY: _____
Bob Devlin, Chapter President

BY: _____
Dr. John Anzalone, Superintendent

DATE: _____

DATE: _____



Schedule A
Camas School District #117
September 1, 2023 – August 31, 2024

Col A is Sub Rate (90%)	Lane	Year 1	Year 2	Year 3	Year 4-6	Year 7-9	Year 10-12	Year 13-15	Year 16-18	Year 19-21	Year 22-24	Year 25
CUSTODIAL - 91												
22.01	Class I - Custodian	\$ 24.45	\$ 25.18	\$ 25.94	\$ 26.46	\$ 26.99	\$ 27.53	\$ 28.08	\$ 28.64	\$ 29.21	\$ 29.79	\$ 30.39
25.09	Class II - Custodian Lead	\$ 27.88	\$ 28.72	\$ 29.58	\$ 30.17	\$ 30.77	\$ 31.39	\$ 32.02	\$ 32.66	\$ 33.31	\$ 33.98	\$ 34.66
FIELD MAINTENANCE - 97												
29.92	Class I - Field Maint. Lead	\$ 33.24	\$ 34.24	\$ 35.27	\$ 35.98	\$ 36.70	\$ 37.43	\$ 38.18	\$ 38.94	\$ 39.72	\$ 40.51	\$ 41.32
24.66	Class II - Field Maintenance	\$ 27.40	\$ 28.22	\$ 29.07	\$ 29.65	\$ 30.24	\$ 30.84	\$ 31.46	\$ 32.09	\$ 32.73	\$ 33.38	\$ 34.05
MAINTENANCE - 92												
31.91	Class I - Maintenance Lead	\$ 35.45	\$ 36.51	\$ 37.61	\$ 38.36	\$ 39.13	\$ 39.91	\$ 40.71	\$ 41.52	\$ 42.35	\$ 43.20	\$ 44.06
28.42	Class II - Maintenance Trade Work	\$ 31.58	\$ 32.53	\$ 33.51	\$ 34.18	\$ 34.86	\$ 35.56	\$ 36.27	\$ 37.00	\$ 37.74	\$ 38.49	\$ 39.26
26.42	Class III - General Maintenance	\$ 29.35	\$ 30.23	\$ 31.14	\$ 31.76	\$ 32.40	\$ 33.05	\$ 33.71	\$ 34.38	\$ 35.07	\$ 35.77	\$ 36.49
24.53	Class IV - Warehouse & Food Serv Delivery	\$ 27.26	\$ 28.08	\$ 28.92	\$ 29.50	\$ 30.09	\$ 30.69	\$ 31.30	\$ 31.93	\$ 32.57	\$ 33.22	\$ 33.88
TRANSPORTATION SHOP - 93												
31.58	Class I - Mechanic	\$ 35.09	\$ 36.14	\$ 37.22	\$ 37.96	\$ 38.72	\$ 39.49	\$ 40.28	\$ 41.09	\$ 41.91	\$ 42.75	\$ 43.61
24.65	Class II - Mechanic's Helper	\$ 27.39	\$ 28.21	\$ 29.06	\$ 29.64	\$ 30.23	\$ 30.83	\$ 31.45	\$ 32.08	\$ 32.72	\$ 33.37	\$ 34.04
34.68	Class III - Shop Lead	\$ 38.53	\$ 39.69	\$ 40.88	\$ 41.70	\$ 42.53	\$ 43.38	\$ 44.25	\$ 45.14	\$ 46.04	\$ 46.96	\$ 47.90
TRANSPORTATION DRIVERS - 05												
27.50	Class I - Bus Driver	\$ 30.56	\$ 30.87	\$ 31.18	\$ 31.49	\$ 31.80	\$ 32.12	\$ 32.44	\$ 32.76	\$ 33.09	\$ 33.42	\$ 33.75
29.88	Class II - Driver Trainer	\$ 33.20	\$ 33.53	\$ 33.87	\$ 34.21	\$ 34.55	\$ 34.90	\$ 35.25	\$ 35.60	\$ 35.96	\$ 36.32	\$ 36.68
FOOD SERVICE - 94												
20.90	Class I - Lead Cook	\$ 23.22	\$ 23.92	\$ 24.64	\$ 25.13	\$ 25.63	\$ 26.14	\$ 26.66	\$ 27.19	\$ 27.73	\$ 28.28	\$ 28.85
19.58	Class II - Head Cook	\$ 21.76	\$ 22.41	\$ 23.08	\$ 23.54	\$ 24.01	\$ 24.49	\$ 24.98	\$ 25.48	\$ 25.99	\$ 26.51	\$ 27.04
19.38	Class III - Elementary Lead	\$ 21.53	\$ 22.18	\$ 22.85	\$ 23.31	\$ 23.78	\$ 24.26	\$ 24.75	\$ 25.25	\$ 25.76	\$ 26.28	\$ 26.81
18.83	Class IV - Kitchen Support	\$ 20.92	\$ 21.55	\$ 22.20	\$ 22.64	\$ 23.09	\$ 23.55	\$ 24.02	\$ 24.50	\$ 24.99	\$ 25.49	\$ 26.00
PARAPROFESSIONALS - 95												
18.83	Class I - Super Para/Crossing Guard/Overload	\$ 20.92	\$ 21.55	\$ 22.20	\$ 22.64	\$ 23.09	\$ 23.55	\$ 24.02	\$ 24.50	\$ 24.99	\$ 25.49	\$ 26.00
19.81	Class II - Classroom, Elementary Media, SpEd Caseload Relief	\$ 22.01	\$ 22.67	\$ 23.35	\$ 23.82	\$ 24.30	\$ 24.79	\$ 25.29	\$ 25.80	\$ 26.32	\$ 26.85	\$ 27.39
20.51	Class III - High Needs Para, Kindergarten Para, LAP & Title I Para	\$ 22.79	\$ 23.47	\$ 24.17	\$ 24.65	\$ 25.14	\$ 25.64	\$ 26.15	\$ 26.67	\$ 27.20	\$ 27.74	\$ 28.29
PROFESSIONAL/TECHNICAL - 99												
31.25	Class I - Career Info Specialist, Computer Desktop Support Technician, Behavior Specialist	\$ 34.72	\$ 35.76	\$ 36.83	\$ 37.57	\$ 38.32	\$ 39.09	\$ 39.87	\$ 40.67	\$ 41.48	\$ 42.31	\$ 43.16
25.84	Class II - PTA, COTA, SLPA, ELL	\$ 28.71	\$ 29.57	\$ 30.46	\$ 31.07	\$ 31.69	\$ 32.32	\$ 32.97	\$ 33.63	\$ 34.30	\$ 34.99	\$ 35.69
21.58	Class III - Preschool Instructor, Attendance/ISS, Student Service Coordinator, Copy Center Assistant, Secondary Media Assistant, IQ Credit Union Assistant, Nutrition Service Coord, Academic Support Interventionist, Student Store Asst.	\$ 23.98	\$ 24.70	\$ 25.44	\$ 25.95	\$ 26.47	\$ 27.00	\$ 27.54	\$ 28.09	\$ 28.65	\$ 29.22	\$ 29.80
24.91	Class IV - Security, Bldg Computer Tech, CTE Technology	\$ 27.68	\$ 28.51	\$ 29.37	\$ 29.96	\$ 30.56	\$ 31.17	\$ 31.79	\$ 32.43	\$ 33.08	\$ 33.74	\$ 34.41
36.60	Class VI - Systems Engineer	\$ 40.67	\$ 41.89	\$ 43.15	\$ 44.01	\$ 44.89	\$ 45.79	\$ 46.71	\$ 47.64	\$ 48.59	\$ 49.56	\$ 50.55
21.83	Class VII - Health Assistant	\$ 24.25	\$ 24.98	\$ 25.73	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.85	\$ 28.41	\$ 28.98	\$ 29.56	\$ 30.15
COMMUNITY EDUCATION SUPPORT - 96												
14.98	Class I - Community Ed Support	\$ 16.64	\$ 17.14	\$ 17.65	\$ 18.00	\$ 18.36	\$ 18.73	\$ 19.10	\$ 19.48	\$ 19.87	\$ 20.27	\$ 20.68
16.83	Class II - Camp Counselor, Childcare	\$ 18.70	\$ 19.26	\$ 19.84	\$ 20.24	\$ 20.64	\$ 21.05	\$ 21.47	\$ 21.90	\$ 22.34	\$ 22.79	\$ 23.25
18.87	Class III - Lead Camp Counselor, Lead Childcare	\$ 20.97	\$ 21.60	\$ 22.25	\$ 22.70	\$ 23.15	\$ 23.61	\$ 24.08	\$ 24.56	\$ 25.05	\$ 25.55	\$ 26.06
21.83	Class IV Activities Program Director, Lead Coordinator Childcare Provider	\$ 24.25	\$ 24.98	\$ 25.73	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.85	\$ 28.41	\$ 28.98	\$ 29.56	\$ 30.15
27.23	Class V - Family Resource Coordinator	\$ 30.25	\$ 31.16	\$ 32.09	\$ 32.73	\$ 33.38	\$ 34.05	\$ 34.73	\$ 35.42	\$ 36.13	\$ 36.85	\$ 37.59

