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

9  
10 **And**

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12 **Camas Association of Educational Office Professionals**  
13 **ESP/WEA**  
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16  
17 **September 1, 2018**

18  
19 **Through**

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21 **August 31, 2020**  
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**PREAMBLE**

This agreement is by and between the Camas School District and the Camas Association of Educational Office Professionals ESP/WEA, pursuant to RCW 41.56.

**ARTICLE I: ADMINISTRATION OF THE AGREEMENT**

**Section A: Definitions**

1. The term "District" shall mean the Camas School District No. 117, Clark County, Washington State, or its agents.
2. The term "Board" shall mean the Board of Directors of the Camas School District.
3. The term "Association" shall mean the Camas Association of Educational Office Professionals ESP/WEA, which is affiliated with the Washington Education Association and the National Education Association.
4. The term "Parties" shall mean the District and the Association.
5. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
6. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "Day" shall mean any day the District business office is open for business with the public.
8. The term "Superintendent" shall mean the chief administrative office of the District or his/her designee.
9. The term "President" shall mean the President of the Association or his/her designee.
10. The term "Seniority" shall mean length of service within the District as a member of the bargaining unit.

**Section B: Recognition**

178 The District recognizes the Association as the exclusive bargaining agent for all secretaries of the  
179 District excluding all certificated employees, all other classified employees, and any employee  
180 whose duties imply a confidential relationship to the Superintendent, Assistant Superintendent,  
181 Business Director and the Board.

182  
183 \*Note: Those secretarial positions presently excluded from the association will continue to be  
184 excluded for the life of this agreement. Substitute rights are set forth in Article III, Section J.  
185

### 186 **Section C: Job Descriptions**

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

192  
193 Job descriptions shall be available electronically to all bargaining unit members through a shared  
194 file.

195

## 196 **ARTICLE II: BUSINESS**

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### 198 **Section A: Dues, Deductions and Representation Fees**

199

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

201

202 1. Within thirty (30) days of ratification of this Agreement, or thirty (30) days of hire, all  
203 employees shall join the Association or pay a fee equivalent to the dues and assessments of  
204 the Association. Except that an employee with a bona fide religious objection to such dues  
205 and fees shall pay a fee equivalent to dues and assessments to a charity mutually agreed upon  
206 by the employee and the Association. The issues of religious objection and charity shall be  
207 appealed to the Public Employment Relations Commission (PERC) in case of disagreement  
208 between the employee and the Association.

209

210 2. The District shall deduct from the employee's salary, each pay period, the dues and/or  
211 assessment fees required for membership therein or equivalent amount of the dues and  
212 assessments for those employees not joining the Association and transmit such dues and/or  
213 assessment fees to the membership Department of the Washington Education Association.  
214 Equivalent dues and assessment fees for bona fide religious objection employees shall be  
215 deducted from the employees pay warrant and transmitted to the mutually agreed upon  
216 charity.

217

218 3. The dues shall include local dues; however, the local dues shall be transmitted to the  
219 Treasurer of the Association on a schedule agreed to by the District and the Association in  
220 the fall of each year. Prior to September 10 of each year, the Association shall inform the  
221 District Business Manager the amount of dues to be deducted each month for each employee.  
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**Section B: Other Deductions**

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

**Section C: Management Rights**

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

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

**Section D: Association Rights**

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

Materials distributed through the District's mail service for delivery in the work place should be designed to provide objective information relative to the (a) effective development and

269 administration of the Agreement and (b) clarification of other working conditions and policy  
270 issues under discussion between the leaders of the Association and District officials. The  
271 Association will not use District mails to distribute any materials within the work place that  
272 are slanderous, derogatory or defamatory of any particular individual or group, including the  
273 District.  
274

275 The President shall be responsible and accountable for the Association's compliance with this  
276 section. The Association will defend and hold harmless from any allegation or suit arising  
277 out of the Association's use of the District's mail service.  
278

279 Any concern regarding the Association's use of the District's mail service and bulletin boards  
280 shall be a matter for early discussion between the Association President and the  
281 Superintendent/designee. A violation of this Article may result in the suspension of the  
282 Association's use of the District's mail service for an appropriate and specific period of time  
283 following such an Administration-Association conference.  
284

285 **6. Exclusivity:** In recognition of the Association's status as the officially recognized legal  
286 bargaining representative of employees, the rights granted in this Agreement to the  
287 Association shall not be granted to any competing labor organization.  
288

289 **7. New Employees:** The District shall notify the President of the name, address and  
290 assignment of any new hire into the bargaining unit within two days. The Association shall  
291 be given the opportunity to speak to all employees as an official part of the program during  
292 any district sponsored new employee orientation and during any year opening District-wide  
293 employee meeting.  
294

295 **8. Access to Bargaining Unit Information:** Upon request, the Association shall be provided  
296 with an electronic list of all classified employees in the bargaining unit. The list shall include  
297 name, assignment, building/location, primary phone, email, and home mailing address for the  
298 purpose of internal Association communication.  
299

300 **9. School District Budget and Financial Reporting:** The Association shall be furnished  
301 monthly and annual financial statements and the preliminary and adopted budgets and  
302 financial reports when requested. Board agendas and supporting materials will be sent out  
303 prior to each board meeting. Nothing herein shall require the central administrative staff to  
304 research and assemble information that has not been routinely prepared in the normal  
305 operation of the District.  
306

307 **10. Association Furnished Information:** The Association will furnish copies of information  
308 pertinent to employer-employee relations topics as reasonably requested by the  
309 Superintendent or the Board.  
310  
311

312 **Section E: Status of Agreement**

313

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

317

318 **Section F: Conformity to Law**

319

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

325

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

328

329 **Section G: Distribution of Agreement**

330

331 Following ratification of this Agreement the Association shall prepare a copy of the Agreement for  
332 District review and mutual editing.

333

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

338

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

340

- 341 1. Members of the Association may meet with the Superintendent and/or designees no less than  
342 quarterly during the regular school year in order to pursue mutual problem identification and  
343 mutual problem solving.
- 344 2. The above meetings shall not be grievance resolution conferences nor shall they be collective  
345 bargaining sessions regarding this or successor Agreements.
- 346 3. Any administrative decision that concerns contractual matters (this agreement) or situations  
347 that directly affect work responsibilities shall be communicated, in writing, to the  
348 Association President.

349

350 **Section I: Creation of New Positions**

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352 In the event the District creates a new bargaining unit position it shall meet with the Association to  
353 bargain appropriate salary placement.

354

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358 **ARTICLE III: EMPLOYEE RIGHTS**

359

360 **Section A: Rights of Law**

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362 No employee shall be denied any legal right granted under Federal, State, County or local law or  
363 regulation.

364

365 **Section B: Non-Discrimination**

366

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

374

375 **Section C: Personnel Files**

376

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

380

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

387

388 The performance appraisals of members of the Association shall become a part of the employee's file  
389 and shall be signed by the employee at the time of the evaluation. A signature does not necessarily  
390 mean agreement with the contents of the evaluation; it merely indicates receipt of the document.

391

392 The employee has the right to attach a written rebuttal which will become a part of the employee's  
393 written personnel record.

393

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

398

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

403

404 **Section D: Due Process**

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

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

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

417  
418 Any complaint made against an employee by any parent, student or other person will be promptly  
419 called to the attention of the employee as long as it is in accordance with law.

420  
421 **Section E: Employee Evaluation**

422  
423 **Procedure:**

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

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

432  
433 2. Each evaluation will concern an employee's work performance focusing on strengths and  
434 weaknesses with specific suggestions for improvement where appropriate.

435  
436 3. Prior to the completion of the annual evaluation form, (see Appendix C) the immediate  
437 supervisor shall meet to discuss the contents and finalize the annual evaluation.

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

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

447  
448 6. A copy of the written evaluation will be placed in the employee's personnel file and a copy  
449 will be given to the employee.

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

## **Section F: Assignment and Transfer**

1. **Transfer:** The District shall publicize within the bargaining unit for a minimum of five (5) working days the availability of open positions within the bargaining unit as soon as possible after the District has been advised of the opening. All employees shall have the right to apply for any open position without fear of reprisal from his/her current supervisor. Vacancies and new positions will be posted to individuals outside the bargaining unit only after all internal transfers have been completed.

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

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

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

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

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

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

499  
500 **3. Probationary Period:** Each new hire covered by this Agreement shall serve a probationary  
501 period of sixty (60) working days. Upon conclusion of the probationary period, the  
502 employee will be notified that she/he has (1) satisfactorily completed the probationary period  
503 and will be elected (employed) by the Board of Directors, or (2) in the event of unsatisfactory  
504 service, terminated at this point. This decision rests with the District.  
505

## 506 **Section G: Layoff and Recall:**

507  
508 **1. Seniority:** Seniority shall be defined as length of service within the District as a member of  
509 the bargaining unit. Accumulation shall begin on the employee's first working day.

510  
511 The District shall prepare and maintain the seniority list ranking each employee from greatest  
512 to least seniority. A copy of the seniority list shall be furnished to the Association President  
513 by November 1 of each school year. Subsequent revisions shall be sent to the Association  
514 President as they occur.

515  
516 Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a  
517 non-bargaining unit position, or declining recall.

518  
519 In the event of one or more employees having the same seniority ranking, employees so  
520 affected shall participate in a drawing by lot to determine position on the seniority list. The  
521 drawing shall be conducted openly and the President shall be in attendance.

522  
523 **2. Layoff:** Layoff shall be defined as necessary reduction in the work force.  
524 In no case shall a new employee be employed by the District while there are laid off  
525 employees qualified for a vacant or newly created position as determined by the job  
526 description of that position.

527  
528 In the event of layoff, the District shall provide written notice to all affected employees and  
529 the President, on or before June 1 preceding the layoff. Employees not notified shall  
530 continue in employment for the following year unless there is just cause for termination.

531  
532 Laid off employees may continue participation in District insurance programs by paying the  
533 regular monthly premium to the District, subject to carrier approval.

534  
535 An employee whose position is eliminated may bump a less senior employee. Any employee  
536 who is bumped will likewise have the same right to bump a less senior employee.

537  
538 Bumping will only be allowed into a position for which the displaced employee meets the  
539 minimum bumping qualifications. Bumping qualifications will be limited to those skills as  
540 stated in the respective current job descriptions. The District will post the job descriptions on  
541 the District shared file for individual employee review.  
542

543 The District will publicize and/or offer training in the skills named in each of the job  
544 descriptions, and will notify all employees of the times, dates, and contents of such training.  
545

- 546 **3. Recall:** Employees who are laid off shall be placed in a reemployment pool for two years  
547 and shall have the right of first refusal for all substitute secretarial work in rotation, from  
548 most senior to least senior within the pool. All open positions shall be made available to  
549 existing members of the bargaining unit. After internal movement, if any, open positions  
550 will be filled through recall of employees by reverse order as determined by the final  
551 seniority list, provided that the laid-off employee meets the minimum bumping requirements.  
552 It will be assumed that laid-off employees possess all qualifications necessary for any  
553 District position that they previously held. Notification of recall shall be sent by certified or  
554 registered mail to the last known address as shown on District records. The notice shall  
555 include the time and date the employee is to report back to work. It is the employee's  
556 responsibility to keep the District notified as to his/her current mailing address.  
557

558 A recalled employee shall be given five (5) calendar days from receipt of the recall notice to  
559 inform the District if he/she will accept the position. An employee who declines recall shall  
560 forfeit his/her seniority rights provided the position offered is of equivalent monetary value  
561 and does not involve a reduction in total compensation.  
562

563 Employees on layoff shall retain their seniority for purpose of recall for a period of two (2)  
564 years. Upon return to active employment, an employee's unused accumulated sick leave  
565 shall be restored. The employee shall retain the seniority held at the time of layoff.  
566

## 567 **Section H: Employment Protection**

568

- 569 **1. District Insurance:** The District shall provide such insurance for the protection of  
570 employees as is required by statute for loss or damage of up to five hundred dollars (\$500) to  
571 personal property caused when such employees are engaged in; (1) the maintenance of order  
572 and discipline on the school site; (2) the protection of school personnel, school property or  
573 students at the school site; and (3) the supervision of students or school equipment at the  
574 school site.  
575
- 576 **2. Threats:** Any employee who is threatened with physical harm by any person or group while  
577 carrying out assigned duties shall immediately notify his/her immediate supervisor and, if  
578 necessary, the appropriate law enforcement authority. Immediate steps will be taken by the  
579 District in cooperation with the employee to provide for the employee's safety. Steps may  
580 include notifying law enforcement, providing legal counsel and/or other earnest efforts.  
581 Precautionary measures for the employee's safety shall be reported to the employee and the  
582 President by the Superintendent at the earliest possible time.  
583
- 584 **3. The District shall provide a safe and healthful working environment:** Employees shall  
585 not be required to work under unsafe or hazardous conditions or to perform tasks which  
586 endanger their health, safety and well-being.  
587  
588

589 **Section I: Medicine Dispersal**

590

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

597

598 No employee shall be requested or required to dispense or administer student medication unless in  
599 accordance with state law and after having received instruction/training from the appropriate  
600 personnel. Training time shall be paid at the employee’s regular hourly rate of pay or at the  
601 overtime rate if applicable.

602

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

606

607 **Section J: Privacy**

608

- 609 1. **Personal Lives:** The private and personal life of any employee is not within the appropriate  
610 concern or attention of the District, unless the District determines that the employee's actions  
611 are interfering with the educational process.
- 612 2. **Information:** The District shall not provide personal information concerning employees,  
613 including names, addresses, phone numbers, etc., to any person not required by law, or to any  
614 commercial or charitable organization without specific employee approval or Association  
615 Agreement.  
616

617

618 **Section K: Substitutes and Temporary Employees**

619

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

622

- 623 1. A substitute shall receive ninety percent (90%) of the lowest base rate in effect within the  
624 classification at time of employment. A substitute shall be defined as a person who replaces  
625 another employee for less than 20 consecutive days.
- 626 2. A temporary employee shall receive ninety percent (90%) of the lowest base rate in effect  
627 within the classification at the time of employment for the first twenty days of employment.  
628 A temporary employee shall be defined as a person who has (1) substituted twenty (20)  
629 consecutive days in one assignment or (2) accepted a District identified long term  
630 “temporary” substitute position in the District.  
631

632

633 3. After twenty (20) consecutive days in an assignment, a substitute or temporary employee  
634 shall be placed on the appropriate step of the salary schedule, pursuant to experience, and  
635 shall pay bargaining unit membership dues.

636  
637 4. The following clauses of the Agreement shall not be applicable to temporary employees:

- 638
- 639 Personnel File
- 640 Employee Evaluation
- 641 Transfer and Assignment
- 642 Layoff and Recall
- 643 Seniority Accumulation
- 644 Workshops
- 645 Insurance benefits
- 646 All Leaves under Article IV
- 647

### 648 **Section L: Substitute Pool/Training**

649  
650 The District shall solicit individuals interested in substitute availability for Administrative Assistant  
651 Substitute work. The District shall provide an annual training session for the screened individuals  
652 who have expressed interest in intermittent substitute employment. The District shall identify  
653 bargaining unit members and other experts who are willing to provide training and shall coordinate  
654 with the District any pre-arranged training hours to be provided. Such training shall be paid to the  
655 respective bargaining unit employee providing the training at his/her rate of pay.

## 656 657 658 **ARTICLE IV: LEAVES**

### 659 660 **Section A: Illness, Injury and Disability (Sick Leave)**

661  
662 1. **Accumulation:** At the beginning of each school year, each employee working eight (8)  
663 hours per day shall be credited with twelve (12) days of Illness, Injury and Disability Leave,  
664 which shall be referred to hereafter as "sick leave". Employees who are working less than  
665 eight (8) hours per day shall receive a prorated portion of such leave. Unused sick leave shall  
666 accumulate to the maximum allowed by law. Each employee's accumulated sick leave  
667 balance will be made known to her/him on each pay check stub.

668  
669 2. **Use:**  
670 **a. Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee  
671 when the employee is unable to perform duties because of personal illness, injury or  
672 disability.

673  
674 **b. Maternity:** The District shall grant the use of sick leave for pregnancy, child birth and  
675 related temporary disability to employees, to the extent the employee's physician certifies the  
676 employee's temporary disability.  
677

678 Employees requesting maternity leave shall notify the District as early as possible prior to the  
679 beginning of the leave and shall indicate the expected date of return at the time the leave is  
680 requested. Employees shall advise the District of the exact date of return as soon as that date  
681 is known to the employee.

682  
683 **c. Family Illness:** The District shall grant sick leave to employees in the event of illness  
684 within the immediate family of the employee. For purposes of this provision, immediate  
685 family shall mean spouse, parent, child, grandchild, grandparent, sibling, or those of the  
686 employee's spouse, or anyone who has permanently lived with or was considered part of the  
687 family nucleus.

- 688  
689 **3. Sick Leave Sharing:** The District shall establish and administer a leave sharing plan in  
690 which eligible employees may donate excess leave for use by a staff member who is  
691 suffering from, or has a relative or household member suffering from, an extraordinary or  
692 severe illness, injury, impairment or physical or mental condition.

693  
694 Such a program is intended to extend leave benefits to a staff member who otherwise would  
695 have to take leave without pay or terminate his or her employment with the District.

696  
697 The procedures that govern this program are as outlined in Board Policy 5406.

- 698  
699 **4. Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted,  
700 but more sick leave is required by the employee pursuant to the provisions set out above, the  
701 employee may request and the District may grant a leave without pay for the period of time  
702 needed to return to work or the end of the school year, whichever is sooner. The employee  
703 shall advise the District of the expected duration of the leave at the time of request for the  
704 leave.

- 705  
706 **5. Annual Sick Leave Buy-Back Option:** Pursuant to current statute, employees may cash in  
707 unused sick leave days above an accumulation of sixty (60) days at the ratio of one (1) full  
708 day's pay for each four (4) days of accumulated sick leave days. At the employee's option,  
709 he/she can cash-out his/her unused sick leave days in January of the school year following  
710 any year in which a minimum of sixty (60) days of sick leave is accrued and each January  
711 thereafter. The employee's sick leave accumulation shall be reduced four (4) days for each  
712 day of compensated sick leave. No employee may receive pay for sick leave accumulated in  
713 excess of one (1) day per month. This "cash-out" will take place in the February payroll.

- 714  
715 **6. Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from  
716 District employment due to retirement (as recognized by the Washington State Public  
717 Employees' Retirement System, whether or not the employee was a participating member of  
718 the system) or death, an employee or his/her estate shall receive pay for accumulated but  
719 unused sick leave up to a maximum of one-hundred eighty (180) days at a rate equal to one  
720 day per diem pay for each four full days accrued leave for illness or injury.

721  
722 The monies paid pursuant to this provision shall not be included for the purpose of  
723 computing a retirement allowance under any public retirement system in the State, and shall  
724 be in accordance with the rules and regulations of the Superintendent of Public Instruction.



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**Section B: Bereavement Leave**

The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family (as defined above in Section A, Subsection c) of employees. Members may use one (1) day of bereavement leave for the death of a close personal friend. An additional four (4) days maximum will be granted at the employee’s request for this purpose. These additional days will be without pay or the employee may use personal leave or compensatory time.

**Section C: Emergency Leave**

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

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

An employee who finds it necessary to be absent from assigned duties by reason of emergency will notify the appropriate supervisor at the earliest possible moment. Upon return to duty, the employee will be required to complete a leave request form stating the reason for the reported absence.

**Section D: Court Appearance Leave**

The District shall grant Court Appearance Leave as follows:

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

**Section E: Long Term Leave of Absence**

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

771 **Section F: Parental and Adoption Leave**

772

- 773 1. Parental Leave: Three (3) days of parental leave at full pay shall be allowed to be utilized for  
774 the birth of a child. Parental leave may be used by fathers and mothers.  
775
- 776 2. Adoption Leave: Eight (8) non-accumulative days of leave with full pay shall be allowed  
777 either parent or both for the adoption of a child. Two (2) additional days may be allowed  
778 provided the employee pays for the substitute. Such days may be used for adoption related  
779 travel, adoption arrangements, and bonding with the child.  
780

781 **Section G: Child Rearing Leave**

782

783 The District may grant an unpaid child rearing leave of up to one year to any employee for the  
784 purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time  
785 for court legal procedures, home study and evaluation, and required home visitations by the adoption  
786 agent not possible to schedule outside of the regular working hours. An employee returning from  
787 such leave shall be placed in the position last held or in a similar position in the District. Final  
788 decision on this leave rests with the District.  
789

790 **Section H: Military Leave**

791

792 The District shall grant military leave to any employee who is called into active duty, extended or  
793 temporary, as a member of the Armed Forces of the United States in accordance with law.  
794

795 **Section I: Personal Leave**

796

- 797 1. Each member shall receive three (3) fully paid personal leave days annually. Employees will  
798 have the ability to roll one (1) unused personal day to the next year up to a maximum of five  
799 (5) days. If an employee does not use all of his/her personal leave in a contract year, they will  
800 be cashed out at the employee's rate in the August paycheck. If an employee would like to  
801 roll one (1) unused personal leave day to the next year, he/she must notify payroll in writing  
802 by August 10.  
803
- 804 2. The employee shall not be asked to give reasons for such leave.  
805
- 806 3. Personal days cannot be scheduled during the first five (5) and last five (5) days of school, or  
807 the day preceding or following a holiday without ten (10) day prior approval from their  
808 supervisor. A supervisor has the right to deny a request for leave if it unduly interferes with  
809 the operations of the school. Exceptions will be allowed by the Superintendent/designee only  
810 for significant family events or education reasons.  
811

812 **Section J: Association Leave**

813

814 Annually the Association shall be granted release time up to 10 days with pay for employees to  
815 attend to Association business.  
816

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

819  
820 The District shall provide time off with pay to the President of the Association to a maximum of ten  
821 (10) days per year to conduct Association business during work hours. Any substitute costs will be  
822 borne by the Association.

823  
824 The Association shall send written notice of such leave at least five (5) days in advance of taking  
825 such leave.

## 826 827 **Section K: Accidents on the Job**

828  
829 It is recognized that the payments received as compensation by an employee injured on the job under  
830 circumstances bringing him/her within the coverage of the Workman's Compensation Act of the  
831 State of Washington may be less than the regular wage payments received by the employee.

832  
833 In the case of any on-the-job disability which is covered by the State Industrial Insurance under the  
834 Workman's Compensation Act of the State of Washington, the Employer will pay to such disabled  
835 employee out of his/her accumulated sick leave an allowance equal to the difference between the  
836 State Workman's Compensation benefits and the employee's regular straight-time gross pay, less  
837 statutory deductions, beginning at the time of disability and continuing until the accumulated sick  
838 leave entitlement is completely expended. If the employee is still disabled after his/her earned sick  
839 leave allowance is expended, the employee will revert to only the pay coverage afforded by State  
840 Workman's Compensation Insurance.

841  
842 In order to receive sick leave pay under this section when the employee has been off work for illness  
843 or injury in excess of five (5) days, the employee must present to the Human Resource Office by the  
844 fifteenth (15) of each calendar month, for each month claimed, a statement from a duly licensed  
845 medical examiner verifying that the employee was physically unable to return to work on the day(s)  
846 for which sick leave pay was claimed.

847  
848

## 849 **ARTICLE V: FISCAL MATTERS**

### 850 851 **Section A: Hours of Work and Overtime**

- 852
- 853 **1. Work Day:** Each employee shall be assigned a definite work day with designated times of  
854 beginning and ending. A two (2) hour minimum call time at the employee's regular rate of  
855 pay shall be paid when an authorized supervisor calls an employee back to work. Only the  
856 actual time worked will count towards overtime calculations.
  - 857  
858 **2. Hours, Lunch and Rest Period:** Each shift of five (5) or more hours per day shall include a  
859 thirty (30) minute uninterrupted lunch period where the employee is free to leave the work  
860 site. Such work day shall also include a paid fifteen (15) minute rest period during the first  
861 half of the day and a paid fifteen (15) minute rest period during the second half of the day.  
862 Such rest period is to occur as near the middle of each half shift as is practical.

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

3. **Work Week:** The work week shall consist of five (5) consecutive days, Monday through Friday, with two (2) days of rest, Saturday and Sunday. The work week shall start Sunday and end on Saturday.
4. **Work Schedule:** A work schedule showing the employee's shift, work days and hours shall be given to each employee. The immediate supervisor will decide and inform the employee whether they should plan to work on non-student attendance days (In-service days, etc.), giving a minimum of five (5) days' notice.

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

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

5. **Daily Work Schedule:** The daily work schedule shall be established by the employee's immediate supervisor in consultation with the employee. The decision of the supervisor is final. Except for an emergency, such work schedule shall not be changed without a five (5) day written notice to the employee.
6. **Overtime:** Time worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, shall constitute overtime and shall be compensated at one and one-half (1 1/2) times the employee's regular rate. The District will only pay overtime under unique circumstances and with prior approval from the supervisor. The District shall not solicit employees to accept compensatory time in lieu of other compensation. Changes in an employee's time card will only be made in the presence of the employee. If an employee requests compensatory "time off" in lieu of overtime pay, the following procedures will be implemented:
  - 1) All overtime work must be approved by the supervisor prior to the performance of work. In the event that a supervisor is unavailable at the time the overtime is needed, the employee may work up to one (1) hour of overtime without prior approval. The employee must report this overtime and the specific need for it to his/her supervisor immediately the next working day.

- 908 2) Compensatory time off shall be at the rate of one and one-half times the overtime hours  
 909 worked. If an employee is unable to use the compensatory time earned within three  
 910 months of the date of accrual, the employee may request that the comp time be paid.  
 911  
 912 3) The maximum accumulation of compensatory time will be 75 hours (50 actual work  
 913 hours). Every attempt shall be made to see that compensating hours are taken  
 914 immediately, and only allowed to accumulate to the maximum if the work load makes it  
 915 impossible to do otherwise.  
 916  
 917 4) Each quarter, any compensatory time balances in excess of 75 hours will be cashed out.  
 918  
 919 5) Compensatory time taken will be reported on the Compensatory Time Report.  
 920

921 All overtime shall be in accordance with applicable law.  
 922

923 **Flex Time/Schedule**

924  
 925 If the employee and supervisor agree, an employee may work fewer hours on an assigned  
 926 work day to address personal matters, provided that the time is made up on an earlier or later  
 927 assigned work day on an hour for hour basis in the same work week.  
 928

929 Less than forty (40) hour employees may work more than the contract hours per day (but no  
 930 more than 8), with the building administrator's/supervisor's approval, to allow the employee  
 931 to work during especially busy times of the school year or for a special project. The extra  
 932 hours worked will not lead to more than the contracted hours per year for the employee.  
 933

934 Less than twelve (12) month employees, when students are not in attendance, may choose to  
 935 flex their contracted work days based on their workload, with administrator approval. The  
 936 employee will fulfill their contracted work days/hours by August 1. For employees in a  
 937 building where students are not present, these flex days could be used during the 180 school  
 938 days with prior administrator approval.  
 939

940 A twelve month employee, with administrator approval, may schedule a four (4) day per  
 941 week, 10 hours per day, July and August work schedule.  
 942

943 **Section B: Holidays**

944  
 945 All 12-month employees shall receive the following eleven (11) paid holidays which fall within their  
 946 work year:  
 947

- |                               |                           |
|-------------------------------|---------------------------|
| 948 1. New Year's Day         | 7. Veterans' Day          |
| 949 2. Martin Luther King Day | 8. Thanksgiving Day       |
| 950 3. Presidents' Day        | 9. Day after Thanksgiving |
| 951 4. Memorial Day           | 10. Christmas Day         |
| 952 5. Independence Day       | 11. Day after Christmas   |
| 953 6. Labor Day              |                           |
| 954                           |                           |

955 Any secretary who works 180 days or more per year will receive ten (10) paid holidays. Such holidays  
956 shall be:

- 957
- |     |    |                        |     |                        |
|-----|----|------------------------|-----|------------------------|
| 958 | 1. | New Year's Day         | 6.  | Veterans' Day          |
| 959 | 2. | Martin Luther King Day | 7.  | Thanksgiving Day       |
| 960 | 3. | Presidents' Day        | 8.  | Day after Thanksgiving |
| 961 | 4. | Memorial Day           | 9.  | Christmas Day          |
| 962 | 5. | Labor Day              | 10. | Day after Christmas    |

963  
964 Should any of the holidays listed above fall on a Saturday or Sunday, then either Friday or Monday  
965 would be observed if these would be non-school days, or the Superintendent shall arrange to add paid  
966 holiday time. The foregoing is a District decision.

967  
968 Employees who are required to work on the above described holidays shall receive the pay due to  
969 them at two (2) times their base rate for all hours worked on such holidays.

970  
971 Should a holiday occur while a full-time equivalent employee (2080 hours) is on vacation, the  
972 employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

973  
974 In the event the contracted working days for an employee extends into July due to inclement weather,  
975 he/she shall receive Independence Day as a paid holiday.

976  
977 **Section C: Vacations**

- 978
- 979 1. Each secretary who works six (6) hours or more per day and works less than a full 2080 FTE  
980 year will receive eight (8) days of paid vacation at the same number of hours they work  
981 during the day.
  - 982 2. Secretaries who work FTE 2080 (1.0 FTE), or less than 1.0 FTE but work a full year (260  
983 day) schedule, will qualify for paid vacation time to coincide with the number of scheduled  
984 hours per day/week worked according to the following schedule (the years of service will be  
985 determined by the Board/District hire-date anniversary. Further, the increase in vacation  
986 days shall come at the beginning of the years identified below. Employees can only cash out  
987 up to 30 days of vacation at termination or retirement. Twelve-month employees may carry  
988 over up to 30 vacation days and may cash out on a one to one basis 10 days annually.

990  
991

992	<u>Number of Years</u>	<u>Vacation Days</u>
993		
994	1-3	10
995	4-9	16
996	10-15	20
997	16-18	25
998	19-24	27
999	25-30	30

1000  
1001

1002 **Section D: Salary and Salary Payments Section**  
1003

- 1004 **1. Schedule:** Salaries and longevity movement shall be as set out in the schedule which is  
1005 attached to and made a part of this agreement as Appendix A.  
1006
- 1007 **2. Payment:** Employees who are scheduled four (4) hours or more per day shall be paid in  
1008 twelve (12) equal monthly payments. Warrants shall be issued on the last working day of  
1009 each month. Employees may opt to have their warrants direct-deposited to a bank or mailed  
1010 to a specified address.  
1011  
1012 Employees who are scheduled less than four (4) hours per day will be paid on a time-card  
1013 only.  
1014
- 1015 **4. Severance:** All compensation owed to an employee who is leaving the District shall, upon  
1016 request, be paid on the next scheduled pay day.  
1017
- 1018 **5. Travel Allowance:** An employee required to travel from one site to another in a private  
1019 vehicle during work hours shall be reimbursed for such travel on a per mile basis at the state  
1020 rates allowable per mile.  
1021  
1022

1023 **Section E: Insurance**  
1024

- 1025 **1.** For the duration of this contract, the District will contribute the maximum amount per month  
1026 funded by the state per FTE (1440 hours) plus \$20.00 per month per FTE to the CAEOP  
1027 benefit pool for benefits for each full time employee.  
1028
- 1029 **2.** The District shall pay the full amount of the retiree remittance for bargaining unit members  
1030 as determined by the state for contribution to the Washington State Health Care Authority for  
1031 the term of this agreement.  
1032
- 1033 **3.** Part-Time Employees: Employees less than full time will receive a prorata share, based on  
1034 their percentage of FTE, of the maximum contribution. An employee must work at least 20  
1035 hours per week to be eligible for insurance coverage.  
1036
- 1037 **4.** All programs requiring 100% participation shall be contributed to by all employees as a first  
1038 priority.  
1039
- 1040 **5.** Employees will be asked to make their selections no later than September 15 of each year.  
1041 Pooling will follow the state statute. After all employees have made their selection by  
1042 September 15, the pool will be calculated. The pool will be recalculated in March if any  
1043 staffing changes warrant a recalculation of the pool.  
1044
- 1045 **6.** Each employee shall pay a minimum monthly charge of two percent (2%) of the employee-  
1046 only coverage premium for the plan chosen by the employee. Such minimum monthly charge

1047 shall be paid regardless of the impact of pooling. The two percent (2%) shall be calculated  
1048 based on the established monthly rates for the benefit year it applies to.

1049  
1050 **7.** The District shall provide notice to all employees of the respective rates of their selected plans  
1051 after all contributions, calculations, and allocations in rounds of the pool have been completed.

1052  
1053 **8.** An employee whose spouse/registered domestic partner is also a district employee eligible for  
1054 a district insurance contribution, and a member of the bargaining unit, may combine his or her  
1055 insurance allocation with that of his or her spouse for the purchase of a single insurance plan  
1056 to offset the employee's out of pocket costs for medical insurance premiums (e.g. the purchase  
1057 of one employee plus spouse plan rather than two employee only plans.) The unused portion  
1058 of the insurance allocation shall be returned to the insurance pool.

1059  
1060 **9.** The District shall make payment of all premiums for each employee to assure coverage for the  
1061 full twelve-month period commencing October 1 and ending September 30. If an employee  
1062 resigns/terminates employment prior to the 15<sup>th</sup> of the month, insurance shall terminate at the  
1063 end of that month. If the employee resigns/terminates employment after the 15<sup>th</sup> of the month,  
1064 insurance shall terminate the end of the following month.

1065  
1066 **10.** After September 15<sup>th</sup>, eligible persons not enrolled when newly eligible will not be enrolled  
1067 until the next open enrollment. Acceptable changes after the open enrollment period are:  
1068 a. Marriage or divorce  
1069 b. Birth or adoption of dependent children  
1070 c. Change in status of dependent or employee  
1071 d. Carrier or dependent becomes eligible for Medicare  
1072 e. Change of registered domestic partner status

1073  
1074 **11.** New employees to the district hired between the 1<sup>st</sup> and 15<sup>th</sup> of any month shall receive  
1075 coverage on all fringe benefit plans on the first day of the next month. Employees hired  
1076 between the 16<sup>th</sup> and 31<sup>st</sup> of any month shall receive coverage on all fringe benefit plans on the  
1077 first day of the second month following hire.

1078  
1079 **12.** No later than March 31 of each year, the District shall convene an insurance committee of  
1080 CAEOP selected members and Human Resources to review plans, secure bids as requested,  
1081 and solicit quotes for the future school year. If there is no agreement to make changes, the  
1082 current plans, listed below, will continue to be provided to an eligible employee, his/her family  
1083 and or domestic partner as governed by state statute:  
1084 a. WEA Select Health Plans for employee/spouse/child(ren) OR, optional equivalent Kaiser  
1085 plan.  
1086 b. Washington Dental Service Plan I (Composite) plus Orthodontia Plan II.  
1087 c. WEA/Blue Cross Vision Care Plan I.  
1088



- d. The District will provide pooling as it equates to Washington State statute.
- e. Long Term Disability.

- 13. Employees shall have other approved benefit options available through payroll deduction at the employee's expense.
- 14. VEBA: Voluntary Employee Benefit Account: The District has adopted the VEBA III Sick Leave Conversion Medical Plan pursuant to RCW 28A.400.210.

\*Note: Programs for insurance may be changed during the life of this Agreement by mutual agreement between the Parties.

### **Section F: Health Exams**

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

### **Section G: Inclement Weather**

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

### **Section H: Workshops, Conferences, and Staff Development**

For mutual benefit of the employee and the District, \$8000.00 will be budgeted to fund the following:

- 1134  
1135 a) Employees to attend professional affiliation sponsored conferences and workshops.  
1136 Legitimate, approved expenses will be reimbursed to the employee.  
1137  
1138 b) Each bargaining unit member shall be entitled to one classified self-directed  
1139 professional development absence for one full work day to facilitate access to  
1140 employee selected professional learning. This benefit shall accumulate from year to  
1141 year for the duration of the contract.  
1142

1143 The District and Association agree a form will be created through Labor Management  
1144 which creates a 3-part acknowledgement signoff including the Association President,  
1145 Human Resources or Administrator, and employee. The form shall indicate the  
1146 employee has been approved for use of professional funds for purchase of specified  
1147 equipment. This item remains the property of the District and when the employee  
1148 leaves the bargaining unit or the District, the property shall remain in place for  
1149 utilization by others in the bargaining unit.  
1150

- 1151 c) With prior approval from their supervisors, bargaining unit members shall be allowed  
1152 to use their staff development funds to purchase materials/or equipment of their choice  
1153 that support their job assignments. Any materials purchased with these funds become  
1154 and remain the property of the District.  
1155  
1156 d) Staff Development - All classes, conferences, projects, etc. must be submitted to the  
1157 immediate supervisor for final approval. Employees who are taking approved classes  
1158 during the evening and/or weekend hours may, at the employee's request, be  
1159 reimbursed their straight hourly rate for actual seat time in class to the extent that the  
1160 fund can reimburse these hours.  
1161  
1162 e.) The District will provide purchase orders for registration/tuition fees, airline expenses,  
1163 if any, and hotel accommodations, if any.  
1164

1165 In the event the employee does not attend the prepaid activity, the employee is  
1166 responsible for securing a refund of all prepaid expenses. Refunds will be credited to  
1167 the employee's staff development account.  
1168

- 1169 f.) Professional Learning Community (PLC). Secretaries shall meet and confer with their  
1170 colleagues during District approved PLC time. This PLC time will be directed and  
1171 scheduled by the secretaries with approval of administration. The total PLC time  
1172 available each year will not exceed six (6) hours and meetings will not be scheduled  
1173 during student attendance hours.  
1174

1175 When an employee begins a new position, a period of orientation and training shall be available  
1176 upon request and supervisor approval. The District shall pay the new employee trainer out of  
1177 District funds, at their regular rate of pay, including overtime as applicable.  
1178

1179 When the district warrants an employee to participate/attend a particular course or workshop the cost  
1180 (registration, materials, substitute if necessary, etc.) will be paid by the district. The district will pay

1181 for attendance at such courses as their hourly rate subject of the overtime provisions of this  
1182 agreement.

1183  
1184 Unused funds will carry over to the next year for use by bargaining members only. Any funds not  
1185 used by the end of this agreement will be returned to the general fund.  
1186  
1187

### 1188 **Section I: Education and Training Incentive Program**

1189  
1190 Employees who complete an approved training program or education directly related to their current  
1191 job classification and those employees who have previously completed a training program or  
1192 education directly related to their current position will receive an annual stipend:

1193 Programs completed within the range of 27-39 credits or 270-399 hours of documented attendance  
1194 will receive \$1040.00 annually for a full-time employee (pro-rated by FTE).

1195 Programs completed within the range of 40-80 credits, and AA or AS degree, or 400-800 hours of  
1196 documented attendance will receive \$1560.00 annually for a full-time employee (pro-rated by FTE).

1197 Education incentives will be paid annually in January. Employees will provide transcripts,  
1198 certifications, or other documentation to Human Resources to substantiate that the training/education  
1199 has been completed. All education incentive documentation must be submitted to Human Resources  
1200 for review as a complete packet by December 1.

1201 In the event any individual is denied the education and incentive recognition stipend, the Association  
1202 and District shall meet in Labor Management to review the documents on a case-by-case basis.  
1203

### 1204 **Section J: Commercial Driver's License Reimbursement**

1205  
1206 The District shall reimburse any associated fees for any bargaining unit member required to obtain  
1207 or maintain a Commercial Driver's License (CDL) upon submission of receipts and proof of  
1208 licensure to the District.  
1209

### 1210 **Section K: Administrative Assistant Stipend**

1211  
1212 The District shall provide a cell phone stipend of \$25/month for those bargaining unit members  
1213 required to communicate with their personal cell phones for school related business. Each bargaining  
1214 unit member may submit a request and rationale statement to their supervisor for review, chronicling  
1215 the work-related need.  
1216

### 1217 **Section L: CPR First Aid Training**

1218  
1219 The District shall support employee attendance at CPR/First Aid training. The District shall pay the  
1220 cost of training fees to obtain the initial certification and to renew current certifications. If an  
1221 employee wishes to attend training from a vendor outside of the training offered by the District, the  
1222 employee must submit the request to the HR Director for prior approval. If training occurs outside of

1223 the regular work day, attendance hours will be paid to the employees at their regular hourly rate  
1224 subject to the overtime provisions of the contract.

1225

### 1226 **Section M: Pay Increments**

1227

1228 If the hire date is one half year or greater, the movement on the longevity pay scale will take place in  
1229 September each year.

1230

## 1231 **ARTICLE VI: GRIEVANCE PROCEDURE**

1232

### 1233 **Section A: Definitions**

1234

1235 1. "Grievant" shall mean a bargaining unit member or group of bargaining unit members or the  
1236 Association.

1237

1238 2. "Grievance" shall mean a claim or complaint by a grievant that there has been a violation,  
1239 misinterpretation or misapplication of any terms or provisions of this Agreement.

1240

1241 3. "Days" shall mean employee work days. After the last day of school and before  
1242 commencement of the new term, days shall mean calendar days.

1243

### 1244 **Section B: Time Limits**

1245

1246 If the grievant fails to file or appeal according to the time lines set out herein, the grievance may not  
1247 be further pursued and will be resolved according to the last formal response. In the event the  
1248 District or its agents fail to meet a time line, the grievant may proceed to the next step of the  
1249 procedure. The specified time limits shall be strictly observed but may be extended by mutual  
1250 concurrence of the parties.

1251

### 1252 **Section C: Rights to Representation**

1253

1254 1. A grievant shall have the right to be accompanied by the Association at all steps of the  
1255 grievance procedure.

1256

1257 2. In the event a grievant elects to file and proceed without Association representation, he/she  
1258 may do so through the first two steps of the procedure only, provided that the Association is  
1259 present at every meeting or conference in order to protect its contract rights, and further  
1260 provided that copies of the grievance, appeals and responses are given to the President in a  
1261 timely fashion.

1262

1263 3. No grievance may be processed with a grievant having representation other than him/herself  
1264 or the Association.

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**Section D: Individual Rights**

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

**Section E: Procedure**

Grievances shall be processed in the following manner:

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

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

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

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

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

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

1311 Arbitration Association (AAA). Upon receipt of the list of arbitrators, representatives of the  
1312 District and Union shall, within fifteen (15) calendar days, select an arbitrator from said list.  
1313 The arbitrator shall have complete authority to make any decision and provide any remedy  
1314 appropriate except as otherwise prohibited by law or this Agreement. The decision of the arbitrator  
1315 will be binding on both parties.

1316  
1317 The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel  
1318 and subsistence expenses and the costs of any hearing room, will be shared by both parties.

1319  
1320 **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix  
1321 B.

1322  
1323 **Association Grievances:** If a grievance affects a group of employees or the Association, the  
1324 Association may initiate and submit such grievance to the Superintendent directly, and the  
1325 processing of such grievance shall commence at Step 2. Grievances involving more than one  
1326 supervisor and grievances involving the administrator above the building level may be filed by the  
1327 Association at Step 2.

## 1328 1329 **Section F: Miscellaneous**

- 1330  
1331 1. No employee shall bear a loss of wages for attendance or participation in the grievance  
1332 process up to and including arbitration, which occurs during the workday.  
1333 2. There shall be no reprisals of any kind by the District or an agent of the District against any  
1334 employee for reason of his participation in the grievance process.  
1335 3. All documents, communication and records dealing with the processing of the grievance  
1336 shall be kept in a separate file and a notation shall become a part of each party's personnel  
1337 file.

## 1338 1339 **ARTICLE VII: STRIKES AND LOCKOUTS**

1340  
1341 There shall not be authorized any strike, slowdown, or any other stoppage of work by the  
1342 Association regardless of whether an unfair labor practice is alleged. The District will not lock out  
1343 any employee covered by the Agreement. Should a strike, slowdown, or stoppage by the  
1344 Association members occur, the Association shall immediately instruct its members to return to  
1345 work. If the employees do not resume work as required by the Agreement immediately upon being  
1346 so instructed, they shall be subject to discipline.

## 1347 1348 **ARTICLE VIII: WAIVER**

1349  
1350 The District and the Association acknowledge that they have bargained with respect to all terms and  
1351 conditions of employment. The District and the Association acknowledge that their agreements are  
1352 fully set forth herein, that the omission of any reference to any aspect of the terms and conditions of  
1353 employment is intended to be a waiver of the right to bargain with respect to the particular subject  
1354 during the term of this Agreement.

1355

1356 Matters of common concern may be subject to negotiations during the period of this Agreement  
1357 upon request and mutual agreement of both parties.  
1358

1359 **ARTICLE IX: ENTIRE AGREEMENT**  
1360

1361 This Agreement supersedes and cancels all previous written agreements between the District and the  
1362 Association. Any amendment or agreement supplemental hereto shall not be binding upon either  
1363 party unless executed in writing by the parties hereto.  
1364

1365 **ARTICLE X: DURATION**  
1366

1367 This agreement represents the entire agreement between the Board and the Association and  
1368 supersedes all prior agreements and cancels all previous agreements, verbal or written or based on  
1369 alleged past practices between the parties and shall become in full force and effect **retroactive to**  
1370 **September 1, 2018** and shall continue in full force and effect until midnight, **August 31, 2020**.  
1371

1372  
1373 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly  
1374 authorized representatives on this 25<sup>th</sup> day of March, 2019.  
1375

1376 **Please note: Original signatures on file**  
1377

1378 CAEOP

DISTRICT

1379  
1380 BY \_\_\_\_\_ /s/ *Shauna Ruse* \_\_\_\_\_ BY \_\_\_\_\_ /s/ *Doug Quinn* \_\_\_\_\_  
1381 PRESIDENT BOARD PRESIDENT

1382  
1383 BY \_\_\_\_\_ /s/ *Jeannie Stanger* \_\_\_\_\_ BY \_\_\_\_\_ /s/ *Jeff Snell* \_\_\_\_\_  
1384 CO-PRESIDENT SECRETARY TO THE BOARD

1385  
1386 BY /s/ *Lisa Raine* BY /s/ *Marilyn Boerke*  
1387 UNISERV DIRECTOR CHIEF NEGOTIATOR  
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**APPENDIX A  
SALARY SCHEDULE - 2018– 2019**

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

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

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

**2018-2019 (10% INCREASE)**

<b>Level II</b>	<b>Level III</b>
<b>\$24.75</b>	<b>\$25.15</b>

**2019-2020 (3% INCREASE)**

<b>Level II</b>	<b>Level III</b>
<b>\$25.49</b>	<b>\$25.90</b>

Position	Hr. Rate	Sub/Temp Rate
<b>LEVEL II</b>		
HS Main Office Secretary	<b>\$24.75</b>	<b>\$22.27</b>
HS Counseling Secretary		
HS ASB Secretary		
Secretary Assistants		
MS Activities Secretary		
Community Education Secretary		
<b>LEVEL III</b>	<b>\$25.15</b>	<b>\$22.63</b>
Elementary Administrative Asst.		
High School Administrative Asst.		
Middle School Administrative Asst.		
Special Services Administrative Asst.		
Transportation Administrative Asst.		
HS Athletic Administrative Asst.		
HS ASB Admin. Asst. /Bookkeeper		
HS Wing Admin. Asst.		
MS Admin. Asst. /Bookkeeper		
MS Registrar		
HS Registrar		
District Office Administrative Asst.		





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**Appendix B-1**

**CAMAS ASSOCIATION OF EDUCATIONAL  
OFFICE PROFESSIONALS**

**And**

**CAMAS SCHOOL DISTRICT**

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

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

**STATEMENT OF GRIEVANCE:**

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

**REMEDY REQUESTED:**

\_\_\_\_\_  
Signature of Grievant

**Date Grievance Submitted to Supervisor:**

\_\_\_\_\_

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**Appendix B-2**

**CAMAS ASSOCIATION OF EDUCATIONAL  
OFFICE PROFESSIONALS  
And  
CAMAS SCHOOL DISTRICT**

**GRIEVANCE FORM  
Step 2 – Appeal of Grievance**

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

**STATEMENT OF GRIEVANCE APPEAL:**

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

**REMEDY REQUESTED:**

\_\_\_\_\_  
Signature of Grievant

**Date Grievance Appealed to Superintendent:**

\_\_\_\_\_

## Appendix C Performance Evaluation Form Template



**Camas School**

### Secretarial Staff Performance

**Evaluation**

**Employee**

**Date**

**Position**

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

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

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

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

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

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

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

---

**TO BE COMPLETED BY THE EMPLOYEE**

My signature below indicates that I have seen this evaluation.

- I agree with the findings.
- I disagree with the findings.
  
- A statement regarding this evaluation is attached.
- A statement regarding this evaluation is not attached.

---

Employee Signature

---

Date

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**TO BE COMPLETED BY THE SUPERVISOR**

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

---

Supervisor Signature

---

Date