



# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**Longview School District No. 122**

**&**

**Longview Classified Public Employees Association**

**September 1, 2022**

**through**

**August 31, 2025**

LONGVIEW SCHOOL DISTRICT NO 122

**Notice of Nondiscrimination**

The Longview School District is an Equal Opportunity district in education programs, activities, services, and employment. Longview School District does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran, or military status, sexual orientation, gender expression or identity, genetic information, disability, or the use of a trained dog guide or service animal. We provide equal access to the Boy Scouts of America and other designated youth groups. If you have a physical or mental disability that causes you to need assistance to access school facilities, programs, or services, please notify the school principal. This district endeavors to maintain an atmosphere free from discrimination and harassment. Any person who believes he or she has been discriminated against should contact the school principal. In addition, the following district employees, located at 2715 Lilac Street, Longview, have been designated to handle questions and complaints of alleged discrimination:

**Section 504, Student ADA Coordinator, Title IX Coordinator**

Tony VanderMaas, Assistant Superintendent

(360) 575-7021

tvandermaas@longview.k12.wa.us

**Civil Rights Compliance Coordinator**

Penny Andrews, Director of Human Resources

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## **PREAMBLE**

In order to effectuate the provisions of Chapter 41.56 RCW, the Public Employees Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours and working conditions of certain classified employees of Longview School District No. 122, this Agreement is made and entered into by and between the District and the Longview Classified Public Employees Association/Washington Education Association/National Education Association.

## **ARTICLE I – ADMINISTRATION**

### **Section 1 - Recognition**

- A. The District hereby recognizes the Longview Classified Public Employees Association/Washington Education Association/National Education Association as the exclusive bargaining representative for all secretarial and clerical employees in the District excluding the following exempt positions: Executive Assistant to the Superintendent/Associate Secretary to the Board of Directors; Lead Accountant (Accounting Technician V); Human Resources Specialist – (three positions); and Payroll Officer.
- B. The term “Association” when used hereinafter in the Agreement shall refer to the Longview Classified Public Employees Association/Washington Education Association/National Education Association.
- C. The term “employee” when used hereinafter in the Agreement shall refer to all classified employees represented by the Association.
- D. Job descriptions for all positions subject to this agreement shall be provided to the Association. Subsequent changes of such descriptions shall be forwarded to the Association and the individual employee, but the impact of such changes shall be negotiated pursuant to the duties imposed by Chapter 41.56 RCW.
- E. In the event that the District assigns an employee to perform functions regularly performed by an employee with a job classification having a higher rate of pay and the assignment is for the higher paid job’s regularly scheduled day, the assigned employee will be paid at the higher rate of classification while performing the work of said classification. The intent of performing functions of a higher paid job classification is to serve as the substitute for that job. If steps are involved he/she will be paid at their present step. Employees asked to perform work in a position of a lower rate shall be paid at their regular rate.
- F. The monetary value of new positions for which no existing category applies will be bargained with the Association.

### **Section 2 – Status of Agreement**

- A. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- B. All items shall continue in effect until a successor Agreement is negotiated.
- C. This Agreement may be reopened on any item(s) during the term of the contract by mutual written consent of both the district and the Association.

- D. The duties of any Association employee shall not be transferred to persons not covered by this Agreement.

### **Section 3 – Conformity to Law**

- A. This Agreement shall be governed and construed according to the Constitution and Laws of the state of Washington. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of the Agreement shall continue in full force and effect.
- B. In the event a provision(s) is determined to be contrary to law as stated in Article I.3.A such provision shall be renegotiated. Negotiation shall commence within two (2) weeks after receipt of the written tribunal decision.
- C. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

### **Section 4 – Distribution of Agreement**

- A. Within thirty (30) workdays following the ratification and signing of the Agreement, the District will post the final agreement on the District website and print, distribute to the Association President four (4) copies for the use of the Association, and distribute at least one copy to each site and department.
- B. All new employees shall be provided by the District upon their date of hire or as soon thereafter as practical, the web address of the agreement on the District website.

### **Section 5 – Agreement/Administration/Interpretation**

- A. The Association and District agree to the use of a regularly scheduled Contract Maintenance Committee that shall also meet promptly at the request of the Association or District.
- B. The committee shall develop a schedule of meetings in September for the purpose of discussing issues of importance to District/Association relationship, addressing issues of contractual interpretations and other issues deemed important. Meetings shall be held at times when they cause as little interruption of the work schedules as possible.
- C. The committee shall establish the procedures for committee operation and shall include procedures that include the use of agendas, minutes, establishing meetings times and locations.

## **ARTICLE II – RIGHTS OF THE EMPLOYER**

### **Section 1 – Customary and Usual Rights**

The District retains all rights except as those rights are limited by subsequent sections of this Agreement. Nothing in this Agreement shall be construed to impair the right of the District to conduct all its business in all particulars except as modified by the subsequent sections of this Agreement and/or the statutes of the state of Washington.

### **Section 2 – Reasonable Rules**

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. Such rules and regulations shall not be in violation of this Agreement.

## **ARTICLE III – ASSOCIATION RIGHTS**

- A. The Association has the right and the responsibility to represent the interests of all employees in the bargaining unit, to present their views to the District on matters of concern either orally or in writing, and to enter into collective bargaining negotiations as allowed by law. The Association shall also have the right to represent all employees and itself in pursuing any grievance involving the interpretation or application of the terms of this Agreement.
- B. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials at each work site. The Association shall also have the right to use the school mails and school mailboxes, including electronic versions, to distribute Association material.
- C. After completing and receiving approval on the appropriate District facilities usage form, the Association shall have the right to use school facilities for meetings and school equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all equipment.
- D. During the workday duly authorized representatives of the Association shall be permitted to transact official Association business of District property provided such business does not disrupt the educational process or productivity of employees of the District.
- E. Association representatives, during working hours without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the workday.
- F. In response to requests from the Association, the District agrees to furnish the Association any available public information concerning the financial resources of the District and such other public information as will assist the Association in developing programs on behalf of the employees together with such information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals.
- G. On or before the first day of November, upon request of the President, the District shall provide the Association the following information regarding each employee in the bargaining unit: name, work site, job title, hourly rate of pay, number of hours worked per day, number of days per year, home address, and phone number.

## **ARTICLE IV – EMPLOYEE RIGHTS**

- A. Pursuant to the rights, duties, and remedies of Chapter 41.56 RCW, the District thereby agrees that every employee shall have the right to join and support the Association. The District agrees that it will not discriminate against any employee because of membership in the Association.
- B. The private and personal life of any employee is not within the appropriate concern or attention of the District unless it affects performance of duties.
- C. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, or the presence of any sensory, mental, or physical disability except as required in accordance with this Agreement or as otherwise allowed by law.
- D. The District agrees not to discriminate against members of the same family or household in the hiring and reassignment of employees. An assignment which places members of the same family or household in positions where one has supervisory management over the other will be avoided unless approved by the Superintendent or his/her designee.

## **ARTICLE V – DUES AND DEDUCTIONS**

- A. The District agrees to provide a list of all Longview Classified Public Employees from whom the deduction of dues has been made. The District agrees to transmit the dues to the WEA Lower Columbia UniServ Council each pay period. Dues will include local dues.
- B. The District agrees to provide the WEA UniServ Council Membership Contact with the full names of all secretarial and clerical employees, address, last 4 digits of their Social Security Number, birthdate, work location, and position.
- C. If a classified secretarial or clerical employee does not complete a membership enrollment form (which designates being a member of the Longview Classified Public Employees Association), they are covered by the LCPEA Collective Bargaining Agreement and must be in the LCPEA membership database as a nonmember.
- D. The Association shall provide a report form for the District to provide any change of personnel. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to LCPEA employees entering or leaving the employ of the District.
- E. The dues deduction authorization shall remain in effect from year to year, unless the employee notifies the Association of the revocation of the authorization. Upon receiving an authorization from the Association, the District will start deductions for new members for the next available payroll period each month.
- F. Currently deductions are authorized for tax-sheltered programs, United Way, credit unions, salary insurance, life insurance, union dues, medical insurance, and savings bonds.

## **ARTICLE VI – DUE PROCESS**

- A. No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action at all stages beyond the verbal warning or direction step will be made available to the employee and the Association in writing upon request.
- B. An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no meeting shall continue nor shall any action be taken with respect to the employee until such representative of the Association is present. Further, in the event the Supervisor is calling a meeting to take a disciplinary action, the employee shall be advised of the right to representation before the meeting is held.
- C. Discipline will be administered progressively, starting with a verbal warning or direction, then progressing through a written reprimand, then suspension, and finally discharge. It is recognized that some offenses may be serious enough to warrant the abridgement of this progression and may result in immediate reprimand, suspension, or discharge without having gone through the previous step(s). This paragraph in no way bars the Association from representing its member(s).
- D. Any complaint made against an employee will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

## **ARTICLE VII – CLASSES OF EMPLOYEES**

### **Section 1 – Regular Full-Time**

A regular full-time employee is one employed in a regular job which requires forty (40) hours per week and at least two hundred seventeen (217) days per year.

### **Section 2 – Regular Part-Time**

A regular part-time employee is one employed in a regular job which requires less than forty (40) hours per week, or forty (40) hours per week but less than two hundred seventeen (217) days per year. Regular part-time employees may be eligible for leave proportional to their FTE (proportion compared to a full-time equivalent) as provided by this Agreement.

### **Section 3 – Temporary**

A temporary employee is one who is hired for a specific purpose and a specific length of time. In no case shall a temporary position for a specific project be for a period exceeding forty-five (45) workdays.

Temporary employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment, shall be included within this bargaining unit and afford full rights, privileges and obligations under the terms of this Agreement.

### **Section 4 – Extra Help**

Extra help occurs for the purpose of general workload overflow. In no case should it exceed 20 work days in the three timeframes; 1) September 1-January 31, 2) February 1-June 15, and 3) June 16-August 31. Overtime should be assigned to regular employees, not those providing extra help.

### **Section 5 – Substitutes**

A substitute worker is one who is employed on an intermittent basis to fill a position usually occupied by a regular employee. Substitute employees employed for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment, shall be included within this bargaining unit and afforded full rights, privileges, and obligations under the following portions of this Agreement:

- Article IV, Rights of Employees
- Article V, Dues and Deductions
- Article VII § 5, Substitutes
- Article XII §§ 3, 6
- Article XX §§ 2, 3

A substitute will be credited with one (1) day of work toward his/her thirty (30) days of initial employment period, regardless of the number of hours worked during the day. Substitutes who have served fifteen (15) consecutive days or more in the same assignment who will accumulate sick leave at the rate of one day for each twenty (20) days worked. Such leave will be credited after being earned and may not be used in advance. This leave can be carried over to the next long-term assignment of fifteen (15) or more days. A substitute employee who is subsequently hired into a regular District position shall be credited with leave earned under this provision.

## **Section 6 – Leave Replacement**

- A. A leave replacement employee is one who is hired to replace a regular employee who is on an approved leave of absence. The leave replacement employee shall receive the same benefits as a regular employee.
- B. A leave replacement employee shall be placed into the substitute pool when the assignment ends, and shall be eligible to apply for vacant positions.
- C. The provisional period required in Article VII, Section 6 will only be served once by leave replacement employees.
- D. If the regular employee does not return from leave, the position becomes vacant at the end of the scheduled leave and is subject to Article XI, Section 1.A.
- E. If a regular employee takes a leave replacement position, his/her position shall be filled with a leave replacement employee. At the end of the leave the regular employee shall return to his/her original position and the leave replacement employee shall be placed in the substitute pool and shall be eligible to apply for vacant positions.

## **Section 7 – New Employees**

- A. A new employee shall be classified provisional for a period of ninety (90) calendar days, and during that period may be terminated if in the Employer’s judgment that person should not be retained.
- B. The provisional employee will be evaluated once within the first forty-five (45) calendar days. If the District anticipates terminating the employee at the end of the provisional period, there will be a second evaluation prior to that decision becoming final (unless the employee engages in serious misconduct). At the end of the provisional period, the employee will become a regular employee, with their seniority then being retroactive to the first day of employment.
- C. If an employee does not successfully complete the probationary period, the District shall provide the employee an exit interview on request. The immediate supervisor shall provide the interview.

## **ARTICLE VIII – LAYOFF AND RECALL**

### **Section 1 – Layoff Guidelines**

- A. Layoff shall be defined as necessary reduction in the work force beyond the normal attrition.
- B. In the event of a necessary reduction in the work force, the District shall first layoff the least senior employees as defined in Article XVII. In no case shall a new employee be employed by the District while there are laid-off employees who are qualified for a vacant or newly created position.
- C. Employees whose positions have been eliminated or reduced for any reason shall have the right to assume a position for which they are qualified which is held by the least senior employee in the same category with the same hours per day. The employee whose position has been eliminated may choose to assume a position with a lower pay category and/or with less hours. The District, after input from the Association, shall be responsible for determining the qualifications for the various positions covered by this Agreement.
- D. In the event the District anticipates a layoff of employees effective the beginning of a new work year, the Association and the affected employees will be given notice by August 1. For all other layoffs the

District will give the Association and the affected employee thirty (30) calendar days written notice prior to the time the layoff would occur.

- E. In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
- F. Employees shall not be “bumped” or reduced in seniority ranking by District employees not represented by the Association.

## **Section 2 – School Closure or Merger**

In the event that the District closes or merges one or more school sites, the following procedures will be used for placing Association members who would otherwise be displaced:

- A. Employees who are assigned to a position at a lower rate of pay or with fewer annual hours than they held prior to the closure or merger by the process in Paragraph F below, will be considered “displaced” for this process only.
- B. For the purposes of this section, “school site employee” shall mean any Association member who works in any District school building.
- C. The District will establish the staffing level for the new configuration and, if necessary, follow the procedure set forth in Article VIII, Section 1, Layoff.
- D. A joint committee consisting of four (4) members from the Association and four (4) from the District shall meet for the purpose of creating job descriptions for the new configuration.
- E. Once job descriptions for the new configuration are complete, the LCPEA Classification Committee will convene to review and analyze the positions proposed for the new configuration prior to the implementation of the new configuration. (See Appendix III.)
- F. The provisions outlined in Article XI, Section 1 will be implemented to place all displaced employees Association members who are affected by the closure or merger. Members of the joint committee mention in Paragraph D above will oversee this process.
- G. Displaced employees will begin the year at the salary level that they held prior to the closure or merger.
- H. The LCPEA Classification Committee will re-evaluate positions after sixty (60) workdays and prior to ninety (90) workdays. Based on the re-evaluations, employees will be paid at the rate of the level for the position they hold. Any changes in rate will commence on the ninety-first (91) day.
- I. As long as there are displaced employees from the closure or merger, when openings occur at any school site, current school site employees at the salary level of the open position will have first opportunity to move into that position. Once any movement has occurred, the most senior qualified displaced employee will have the option to fill a vacancy at the displaced employee’s former pay level or annual hours.
- J. When all displaced school site employees from a school closure or merger have been provided the opportunity to return to their previous salary level and annual hours, an open position may be opened to all Association members or outside candidates. (See Article XI, Section 1.)

- K. A school site employee who has been displaced and declines an open school site position at the previous salary level and annual hours for which he or she is qualified shall forfeit protections under this section.

### **Section 3 – Layoff Benefits**

- A. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- B. Laid-off employees may continue their health, dental, and vision insurance benefits by complying with the School Employees Benefits Board requirements for participating in the COBRA law.
- C. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule according to the employee's experience.
- D. Laid off employees on the recall list who substitute in regular positions will receive the step of pay at the time of layoff, and will be paid at the category of the position for which they are subbing.

### **Section 4 – Recall Procedures**

- A. Laid-off employees shall be placed into a re-employment pool. If a position becomes available, all employees, including those in the re-employment pool, may apply for the position. The most senior employee who meets the minimum qualifications identified in the posting for the position (“Most senior qualified employee”) will be offered the position.
- B. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified as to his/her current mailing address.
- C. An employee offered employment will have five (5) workdays from the receipt of the written offer to accept the position in person or in writing. If he/she rejects the offer or the written offer is returned by the postal service for failure to accept service, the position shall be offered to the next most senior qualified employee.
- D. Recall rights shall not extend beyond two (2) years from the date of layoff.

## **ARTICLE IX – EVALUATION**

- A. Employees shall be evaluated annually by their immediate supervisor by June 30, or the employee's last scheduled workday, whichever comes first. Monitoring or observation of the work performance of an employee shall be conducted openly. An employee shall be given a copy of any evaluation report prepared by his/her supervisor at least one day before any conference to discuss it. No such report shall be placed in the employee's file without prior conference with the employee. If given an unsatisfactory evaluation, a required follow-up conference will be held within 30 workdays.
- B. Evaluation procedure:
  - 1. Data for evaluation will be collected by the principals or other administrators based on observations, work site visits, and other verifiable sources. Only data arising out of the discharge of the employee's professional responsibilities may be used for purposes of evaluation.
  - 2. Evaluation reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations made.

3. Such reports shall be addressed to the employee.
4. Such reports shall be completed on the form included as Appendix II to this agreement.
  - a. In the event that the evaluation report indicates that the employee needs improvement in areas defined in the evaluation criteria, the supervisor will meet with the employee to determine a specific and reasonable program with specific written suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
  - b. If an employee's evaluation indicates a need for improved skills, the District will provide in-service training at no expense to the employee.
- C. The evaluatee shall sign the school District's copy of the evaluation report to indicate that he or she has received a copy of the report. The signature of the evaluatee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The employee will have the right to attach a written rebuttal to the evaluation form.
- D. Prior to an employee being terminated for job performance reasons, a required 60 work day period of probation to see if improvement or resolution can be reached will be implemented. An employee being placed on probationary status will receive the following:
  1. Specific areas of performance deficiencies.
  2. A suggested specific and reasonable program for improvement;
  3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her areas of deficiency.
- E. At the end of the probation period, a written report will be submitted to the Assistant Superintendent of Human Resources identifying whether the performance of the probationary employee has improved and shall set forth one of the following recommendation for further action:
  1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status, or;
  2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required, or;
  3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to terminate employment of said employee.

## **ARTICLE X – PERSONNEL FILE**

- A. Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, copies of any documents contained therein shall be afforded the employee. No secret personnel file shall be kept anywhere in the District. Both representatives of the employee and of the District may be present in any review of personnel files.
- B. Any derogatory material not shown to an employee within ten (10) days after receipt, composition, and investigation shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to any

employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach their comments.

- C. Any derogatory material to be placed in the employee's personnel file shall be filed by the Classified Human Resources Secretary.
- D. Upon request by the employee or the District, contents of the personnel file shall be verified by the signature of the other party.
- E. Written warnings and reprimands for other serious offenses shall be removed from an employee's personnel file one (1) year after their inclusion therein, provided satisfactory evaluation and job performance have been maintained for one (1) consecutive year. Written warnings and reprimands for serious offenses shall be removed from an employee's personnel file three (3) years after their inclusion therein, provided satisfactory evaluations and job performance have been maintained for three (3) consecutive years and there have been no subsequent serious offenses committed. Serious offenses shall include, but not limited to, malicious damage or destruction of district property, failure to work as directed, dishonesty, disorderly conduct, theft, assault, and falsification of records.

## **ARTICLE XI – POSTING OF JOB OPENINGS**

### **Section 1 – Opportunities for Employees**

- A. Once an employee has vacated a position, the District will post the position within ten (10) workdays or inform the Association that the decision to fill or eliminate the position is under review.
- B. In order to afford employees, including those in the re-employment pool, an opportunity to apply for job openings or to improve the work opportunities which may become available under this Agreement, notice of such openings shall be posted within the District only for a period of three (3) workdays. The District may choose the most senior applicant for the position, with or without an interview. The District may choose to interview multiple internal applicants, including those in the re-employment pool, to determine their qualifications. The most senior applicant shall be interviewed first. If, following the interviews, the most senior applicant is determined to not be qualified, he/she shall be notified prior to the position being offered to the next most senior qualified applicant. Qualification standards applied to in-District applicants shall be the same as those applied to outside applicants. Candidate qualifications will be determined by past work experience, the interview process, and review of the past three years of performance evaluations. External candidates will only be considered if there are no internal qualified candidates. Each applicant who applies and is not selected for a position will be notified within seven (7) workdays that they have not been chosen for the position. Employees may schedule a conference through the Assistant Superintendent of Human Resources to discuss their non-selection.
- C. When an employee as described in Article XI, Section 1.B has been tested by the District and/or has successfully demonstrated the required skill level in typing, math competency, and/or ten-key, the employee will not have to test when applying for a different position unless that job requires a higher speed than previously demonstrated by the employee.
- D. When an employee as described in Article XI, Section 1.B begins a new position, appropriate and adequate technical and building specific training will be provided by the District of no less than five (5) days, that need not be consecutive, and which can include up to twelve (12) hours of overtime. Additional overtime may be authorized by Human Resources. (See Article XI, Section 3.) Job movement will not take place until the new employee has received a minimum of eight (8) hours of training.

## **Section 2 – Filling Opening on an Interim Basis**

The District reserves the right to fill an opening on an interim basis while the opening is being posted, as defined in Article XI, Section 1.A, and selection is being made. If the District fills the opening on an interim basis, it shall be filled by someone from the Association substitute list.

## **Section 3 – Returning to Former Position**

Any employee who is selected for a new position may be returned, or may elect to be returned, to his/her former job or equivalent position without prejudice within ten (10) work days from the date of new assignment, unless the ten work days is interrupted by a school break or employee vacation of fifteen (15) calendar days or more, in which case the opportunity to return to the former position terminates on the last work day before the break or vacation period.

## **Section 4 – Posting During Summer**

Bargaining unit openings during summer months will be posted electronically on the District website. A copy of each job opening shall be e-mailed to the President of the Association.

## **Section 5 – Involuntary Transfer**

- A. The District shall not involuntarily reassign employees until Article XI, Section 1.A above has been implemented.
- B. No involuntary transfers shall be made if there is a qualified volunteer available to fill said position.
- C. An involuntary transfer shall be based upon total District seniority with the least senior employee meeting the qualifications for the assignment being involuntarily transferred. An employee will be given written reasons and granted an interview prior to any involuntary transfer.
- D. Exceptions to Articles XI.5.A, XI.5.B, XI.5.C: Employees may be involuntarily transferred due to reasons of performance or staff relations. Prior to any transfers of an individual under the provisions of this paragraph, the District and the LCPEA will meet and discuss the circumstances and necessity for the proposed transfer.
- E. If performance or staff relations of an employee is the cause of a transfer, the employee shall have been notified of those concerns by his/her immediate supervisor and shall have been provided a reasonable opportunity to remediate the problem, unless the concerns arose at such time and/or were of such magnitude as to make remediation impractical.
- F. An employee involuntarily transferred shall receive five (5) days' notice prior to such transfer.

# **ARTICLE XII – HOURS AND OVERTIME**

## **Section 1 – Definition of Terms**

- A. Day as used in this Agreement shall mean and consist of “the twenty-four- (24-) hour period beginning at 12:01 a.m.”
- B. Work week shall mean and consist of “the seven - (7-) day period beginning at 12:01 a.m. Monday.”
- C. Overtime pay shall mean “one and one-half (1 ½) times the straight time rate in effect at the time the employee is working” and shall be computed to the nearest minute.
- D. Layoff shall be defined as “a necessary reduction in the work force beyond the normal attrition.”

- E. Compensatory time (Comp time) shall mean time off with pay in lieu of pay for work performed on an authorized overtime basis.

## **Section 2 – Changing Posted Hours**

If an employee in any thirty (30) working days in the contract year works over the posted hours on more than half of these days, that employee's posted hours will be raised to the time worked, not to exceed eight (8) hours per day for the remainder of the contract year. The additional hours added to the position will be based on an average of the extra hours that were worked during the thirty (30) day time frame.

## **Section 3 – Overtime – When Paid**

Overtime work shall be:

- A. All compensated time in excess of eight (8) hours in the same day or in excess of eight (8) consecutive hours extending over more than one day, unless the employee and supervisor agree in writing to flex the employee's hours for a total of forty (40) hours over the week.
- B. All compensated time in excess of forty (40) hours in one week.
- C. No overtime shall be worked unless it is authorized by the supervisor.

## **Section 4 – Compensatory (Comp) Time**

- A. Accrual of comp time shall be at the rate of one-and-one half hours for each hour of overtime worked. Hours in excess of an employee's part-time assignment that does not exceed eight hours in a day are not overtime and are not accrued as compensatory time. Such hours must be authorized and should be reported for pay. Overtime must be authorized by the employee's supervisor prior to it being worked.
- B. Comp time shall not be used before it is accrued.
- C. Comp time may be chosen by an employee instead of overtime pay. If comp time is chosen, the time shall be recorded on the time sheet on the date that it is used.
- D. Utilization of accrued comp time shall be requested and approved by the supervising administrator prior to its use.
- E. Logs shall be kept by each employee accruing and utilizing comp time. Logs will not be submitted with time sheets, but logs will be verified by the supervisor monthly. If an employee's accrued comp time exceeds sixty (60) hours at any monthly review, the employee and supervisor shall develop a plan to reduce the balance below sixty (60) hours over the next three (3) months.
- F. Comp time logs shall be submitted to payroll annually on or before August 1.
- G. Comp time shall not be carried over past August 1 of each year. Comp time logs shall be submitted through the supervising administrator and to the Payroll Department by August 1. Payroll will process unused comp time for pay; payroll deadlines will apply.
- H. Accrued comp time will be processed for pay upon separation from employment or upon transfer from one department/building to another.

## **Section 5 – Call Time**

- A. Regular hourly-paid employees will receive two (2) hours of additional pay at their regular straight-time pay, in addition to the actual hours worked, if management changes the employee's scheduled working hours without giving twenty-four (24) hours' notice. No call time will be paid when the employee returns to his/her regular work hours. This section does not apply to changes in scheduled working

hours due to weather conditions, volcanos, or other such natural occurrences. Employees who are called to work on such occurrences, but whose work shift is subsequently canceled, shall be paid for not less than two (2) hours.

- B. Employees who have actually reported to work but whose work shift is subsequently canceled shall receive a minimum of two (2) hours pay. Employees may be required to work up to the full two (2) hours.
- C. Employees called back to a job after departure from their scheduled work shift shall be paid, at the appropriate rate, for not less than two (2) hours.

### **Section 6 – Rest and Lunch Periods**

- A. Each employee shall be allowed a fifteen (15) minute rest period during each continuous four (4) hours of work.
- B. An uninterrupted meal period of no less than thirty (30) minutes shall be afforded each employee who is assigned to a work schedule of more than four (4) hours. The lunch period shall be taken at a time designated by the District.

### **Section 7 – Working Off-Site**

Only under extenuating circumstances or as a reasonable accommodation for an employee’s disability will an employee be allowed to work off-site during their regularly scheduled hours. This option is only available where the employee’s presence at a work site is not an integral part of the work. Working off-site will only be allowed with prior approval from the immediate supervisor and the Assistant Superintendent. All work done off-site and the employee’s time must be documented and confirmed by the employee’s supervisor. Employees shall have the permission of their supervisor before removing documents from the work-site.

## **ARTICLE XIII – VACATIONS**

### **Section 1 – When Taken**

Regular part-time and full-time employees shall accrue vacation credits in accordance with the schedule listed below. Vacation hours accrued by August 31 shall be taken within the next twelve (12) months and shall not be carried forward. All regular part-time employees in positions requiring less than twelve (12) months annual work time but requiring 1,440 or more annual work hours, or who work in positions requiring twelve (12) months regular work time but less than 1,440 annual work hours, will qualify for prorated vacation benefits.

### **Section 2 – How Accrued**

Vacation accrual can be calculated for each qualified employee (see section 1) by multiplying the total yearly contracted hours by the vacation ratio below. Final values will be rounded to nearest whole hour.

<b>Years of Employment</b>	<b>Vacation Ratio</b>
Year 1-4	0.0477
Year 5-10	0.06
During Year 11	0.0615
During Year 12	0.0654
During Year 13	0.0692
During Year 14	0.0731
During Year 15	0.0769
During Year 16	0.0808
During Year 17	0.0846

During Year 18	0.0885
During Year 19	0.0923
During Year 20 and beyond	0.0962

\*While employed in a position earning a vacation.

### Section 3 – Vacation Credit

- A. Vacation credit will be granted for each year an employee works in a position earning a vacation.
- B. When employees transfer from a position where no vacation credit is earned to a position earning a vacation, the hours worked in the former position will be totaled to determine the number of years of employment for vacation credit. If the employee has worked for a total of five years (2,080 x 5 = 10,400 hours), credit will be given. If more than five years, credit will be given for each year. No credit will be given for part years.

### Section 4 – When Required

No employee shall be required to take vacation for which vacation credits have not accrued.

### Section 5 – How Based

Vacation pay is based on the hours regularly worked on the specific job. A work day is normally eight (8) hours, but may be less according to the hours regularly assigned to a particular job. Overtime hours will not be used in determining vacation credits.

### Section 6 – When Terminating Employment

Upon termination employees shall be paid for any accrued but unused vacation credits at the employee’s hourly rate in effect at their termination. Such accumulated days will be compensable upon termination of employment to a maximum of thirty (30) days less those days cashed out within the previous 12 months. Pay instead of vacation is not allowed except as provided for in Article XIII.10.A and in the case of termination.

### Section 7 – Holiday During Vacation

Vacation leave shall not be deducted for a paid holiday that falls during a scheduled vacation period.

### Section 8 – Call Back

If an employee is called back from his/her vacation, he/she shall receive the overtime rate of pay for all hours worked during the scheduled vacation period and shall be given the remainder of his/her vacation with pay at a later date.

### Section 9 – How Scheduled

Vacation shall be scheduled in advance on a first come first served basis. In work areas where there is more than one bargaining unit member, no more than one person per department shall be on vacation on any given day, unless permission is given by the immediate supervisor.

### Section 10 – Vacation Cash Out

Vacation hours accrued by August 31 shall be taken within the next twelve (12) months and shall not be carried forward (except with express approval from the employee’s supervisor and Human Resources). The unused vacation that cannot be carried over, except for the first ten (10) days earned each year, shall be automatically cashed out each November. The first ten (10) days earned each year, mentioned in the previous sentence, must be used or lost.

## ARTICLE XIV – HOLIDAYS

### Section 1 – Recognized

- A. All regular employees shall receive pay for holidays at their regularly scheduled hours and classification rate. To be eligible, employees must work their regularly scheduled shift the day before and the day after the holiday. Excused absences will be the same as a day worked. When the holiday falls on a Saturday or Sunday, an eligible employee will be given a compensatory day off as determined by the District. Provisional employees will receive holiday pay during their provisional period.
- B. The following shall be recognized legal holidays.

New Year’s Day	Veterans’ Day
Martin Luther King’s Birthday	Thanksgiving Day
Presidents’ Day	Day after Thanksgiving
Memorial Day	Day before Christmas Day
*Juneteenth	Christmas Day
*Day before Independence Day	Day before New Year’s Day
*Independence Day	Labor Day

\*Employees who are scheduled to work on June 19, July 3 or July 4

### Section 2 – Work on Holidays

Employees assigned to work on holidays shall be paid their regular holiday pay plus 1 ½ times their regular hourly wage.

### Section 3 – Early Dismissal

- A. Seven hour per day or longer employees shall be dismissed two hours prior to the end of their regular work shift on the employee’s last scheduled workday prior to Thanksgiving, winter break, and spring vacation without loss in pay or benefits. Employees who work at school sites, may exercise this provision on the last student day prior to the holiday break, instead of the employee’s last work day.
- B. If an employee is on vacation, sick leave, or personal leave on an early dismissal day, they will be compensated for their normal workday. Vacation, sick leave, or personal leave will be deducted at their normal workday minus two (2) hours.

## ARTICLE XV – LEAVES

### Section 1 – Sick Leave or Family Illness Leave

- A. Definition: Sick Leave

Sick Leaves are “leaves of absence for which an eligible employee accrues entitlement and which the employee may use as described in Article XV.E when approved by management.” Sick leave shall be compensated leave.

- B. Eligible Employees

All employees covered by this Agreement shall be eligible employees within this Article XV. This leave may not be taken as vacation or absence for other personal reasons. Employees are encouraged to set dental, medical, and optical appointments for off-duty time whenever possible in order to reduce disruptions and confusion.

C. Report of Absence

1. All absences will be entered into online substitute system in advance whenever possible or immediately upon the return from such absence.
2. Reasonable effort will be made to secure a qualified substitute for any position that will require an absence of one day or more when requested by the absent employee and approved by the supervisor.

D. Accrual of Sick Leave

Sick leave will be accrued annually at the rate of .0462 times the number of regular hours paid. Earned sick leave hours will be rounded to the nearest hundredth of an hour. Sick leave shall be credited to the employee upon the first day of employment each year. Days which are used, but are not later earned, must be repaid to the Employer. Sick leave, which has been approved, shall be deducted from the accumulated hours. Deductions shall be made to the nearest hundredth of an hour. Sick leave will not accrue or be paid during any absence in which the employee isn't being paid.

E. Use of Sick Leave

Sick leave may be used in the event of absence due to disabilities resulting from employee or family, per RCW 49.12.265, illness, injury, accident, pregnancy, miscarriage, abortion, childbirth, recovery therefrom, emergencies, and adoption.

F. Adoption Leave

Consistent with the Family and Medical Leave Act of 1993 (the "Federal Act") and RCW 49.12, up to 12 weeks of leave during any 12-month period may be used for adoption leave and related matters.

G. Workplace Injuries

For employees who are disabled due to a job-related illness or injury and who qualify for and are receiving time loss payments under Chapter 51 RCW, the District will continue to provide the medical, dental, and vision allocation payments as is provided in Article XXI and as the employee was regularly receiving at the time of the disability to the extent permitted by the School Employees Benefits Board (SEBB).

H. Reporting Disability

When an employee must be absent due to a disability arising from unexpected illness or injury, the employee must notify the immediate supervisor or designee at least one hour before his/her regular starting time of work. Failure to do so shall result in loss of pay and benefits unless there are extenuating circumstances. In cases of planned absences, such as those resulting from a scheduled surgery or child-birth, the employee must notify the supervisor as far in advance as possible. In cases of planned absences of five (5) calendar days or longer, a physician's certificate giving the dates (or approximate dates) the absence will begin and end is required. While the employee is still working, the District may require the employee to provide a certificate from the employee's physician indicating that the employee is physically capable of performing the normal assigned tasks.

I. Proof of Disability During Absence

A physician's certificate may be required for any absence of five (5) calendar days' duration or longer. For disabilities extending beyond twenty (20) calendar days, the District may require an examination of the employee by a physician selected by the District at District expense.

J. Employee's Right to Return to Work

An employee who is absent from work on a sick leave for two (2) calendar weeks or less may return by notifying his/her supervisor of the intention to return to work by 2:30 p.m. on the day before returning from any absence. An employee who is absent from work on a sick leave for more than two (2) weeks may return by notifying his/her supervisor of intention to return to work one (1) full work day prior to returning from any absence. The District may require the employee provide written statement from a physician certifying the fitness of the employee to fulfill the employee's duties. In cases of adoption leave, the member will determine when said employee is able to return to work. The employee will be reassigned to his/her position at the time the leave began.

K. Restoration of Sick Leave on Return to Employment

An employee who terminates his/her employment with the District and returns to regular employment within twenty-seven (27) months shall have accumulated sick leave restored.

L. During Holiday

If a holiday occurs while an employee is on sick leave, such employee shall not be charged with sick leave, but shall receive holiday pay for that day if so entitled.

M. Family Illness Leave

1. Consistent with the Family and Medical Leave Act of 1993 (the "Federal Act") and RCW 49.12, up to 12 weeks of leave during any 12-month period may be used for illness or injury to a member of an employee's immediate family.

- a. Such leave will be at full pay provided the employee has sick leave available.
- b. When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee.

2. Paid Family and Medical Leave (PFML)

The District will annually notify employees about the benefits available under PFML. The District shall provide eligible employees with a known qualifying event a written statement of their rights, and upon request, facilitate their claim to the Employment Security Department (ESD).

As provided in state law and rule as of June 1, 2020 (and may be subject to change during the term of this Agreement): To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event.

PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family and may be extended under certain circumstances defined below.

PFML may be used as follows:

1. Family Leave:

- a. To care for and bond after a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years, to be used at any time within the twelve (12) months following the birth or placement.

- b. To care for a family member (child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner) experiencing an illness or medical event.
    - c. Certain military-connected events
- 2. Medical Leave to care for self in relation to an illness or medical event, including pregnancy disability.
- 3. Under the following circumstances, benefits may be extended as follows:
  - a. Total of up to 14 weeks for a medical leave involving a serious health condition during pregnancy that results in incapacity.
  - b. Total of up to 16 weeks for combined medical and family leave.
  - c. Total of up to 18 weeks for combined medical and family leave involving a serious health condition during pregnancy that results in incapacity.

The PFML family leave entitlement expires twelve (12) months following the birth or placement of a child or the first application for PFML benefits. The PFML medical leave entitlement expires twelve (12) months following the first application for PFML benefits.

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

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

Sick leave is a supplemental benefit that may be used in addition to state PFML benefits in half-day increments if the employee chooses to.

N. Sick Leave Cash-out Program

1. Annual: Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.
2. Retirement or Death: At the time of separation from school district employment due to retirement\*, or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days' accrued sick leave for illness or injury.

\*For the purposes of this provision, retirement shall be defined as when an employee is eligible

to receive benefits under Washington State Public Employees Retirement System 1 (PERS 1) or School Employee Retirement System 2 or 3 (SERS 2 or 3).

## **Section 2 – Bereavement Leave**

### **A. Bereavement Immediate Family**

An employee who is absent on account of death of an immediate member of the family (spouse, parent, parent-in-law, brother or brother-in-law, sister or sister-in-law, child or child's spouse, grandparent, grandchild, household member, primary care-giver, or former guardian) may be granted up to five (5) days' leave without loss of pay for each such bereavement. Domestic partners shall be considered as spouses for the purposes of defining immediate family members.

### **B. Bereavement Other**

Cases involving other than individuals listed above, the employee may use up to five days emergency leave.

### **C. Additional Days**

Additional time with or without pay may be granted by the District upon the recommendation of the Superintendent or designated representative. (Request for additional time must be filed within ten (10) days after returning to duty.)

## **Section 3 – Military Leave**

### **A. Active Duty**

An employee who is ordered or who volunteers for active duty in the armed services of the United States will be granted leave without pay in accordance with law. Following release from military service, the employee will be reinstated to employment status in a position comparable to the one held before entering the military service, pursuant to law. Full experience credit for leave of absence while in military service will be granted for placement purposes.

### **B. Training Time**

An employee who is called to active training duty in the Armed Forces Reserve or National Guard will be granted military leave of absence at normal pay for a period not exceeding twenty-one (21) days during such federal fiscal year, October 1 to September 30, provided that any such reservist shall present evidence to the District that he/she has made all reasonable efforts to arrange for such active training duty during the summer months or other District vacation periods. Such evidence should include correspondence which indicates an effort was made to arrange for training during nonstudent days.

## **Section 4 – Emergency Leave**

- A. Emergency leave shall be available to classified employees for hardships, inclement weather, or other pressing needs and shall be granted in situations which cannot be dealt with outside of working hours and require the individual to absent himself/herself for his/her duties. Approved emergency leave shall be deducted from accumulated sick leave.
- B. If the employee cannot easily make the request for them-self, requests may be made on their behalf to the Superintendent or designated representative. When the need for emergency leave is known in advance, the employee seeking such leave shall request approval at least 72 hours before the date of requested leave. The request should be made to the Assistant Superintendent of Human Resources. Where knowledge of the need is less than 72 hours before the date of the requested leave, the

employee seeking the leave will request approval with as much notice as possible to their direct supervisor.

### **Section 5 – Jury Duty and Court Appearance**

- A. Leave of absence shall be authorized for jury duty or under subpoena as a disinterested witness in court. The employee's salary will not be altered due to appearing in court under these circumstances.
- B. An employee who has been notified that he/she is to appear for jury duty or has received such a subpoena will, as soon as practical after receiving such notification or subpoena inform his/her supervisor of the date and hour he/she is to appear.
- C. If an employee has been notified that he/she is to appear for jury duty or has received such a subpoena and such notice or subpoena is rescinded before so appearing, he/she will immediately notify his/her supervisor and report for work as directed.
- D. An employee who has to appear or serve for such witness or jury duty and who is released from such duty on or before the noon recess will immediately report such release to his/her supervisor, and if his/her services are requested, will report for assignment within reasonable time (that same day).

### **Section 6 – Personal Leave**

- A. Twelve-month employees shall have three (3) personal leave days, all others shall have two (2) personal leave days with pay per year to be used for personal, business, household, or family matters which require absence during work hours.
- B. Any unused personal leave may be cashed out after August 31 each year at Step 1 rate for the employee's Category. Up to two (2) District-paid personal leave days may be carried over to the following year. The carry-over of personal leave is not intended to create an extended vacation.
- C. Personal leave is subject to the following conditions:
  - 1. Five (5) days' notice will be given, if possible.
  - 2. Any personal leave that extends beyond three (3) days must be approved by the employee's supervisor with at least two (2) weeks' notice, when possible.
  - 3. In work areas where there is more than one bargaining unit member, no more than one person per department shall be on personal leave on any given day.
  - 4. Personal leave request forms are filed with the building secretary and approved on a first-requested, first-granted basis.
  - 5. Excess leave will be carried over unless the employee requests cash-out prior to August 1.

### **Section 7 – Leave of Absence**

- A. The Board may grant employees one year leave of absences without pay for a maximum of two years (to be renewed annually.)
- B. Application for leave shall be made in writing to the Superintendent through the individual's principal or supervisor. The applicant may appear to speak on his/her own behalf when the request is presented to the Board.
- C. If approved, it is understood that the employee will return to the District to their same position with no loss of salary schedule status consistent with any reduction in force that may have been implemented.

The employee's position will have been filled temporarily by a leave replacement employee during the leave of absence.

- D. Employees on leave will retain but not accrue additional benefits such as sick leave, vacation leave, seniority, experience steps, etc.
- E. Employees on leave will be able to remain enrolled in group insurance plan if said employee pays monthly premium to the extent permitted by COBRA and the plan provider.

### **Section 8 – Leave for Association Business**

- A. Release time shall be granted when officers and other elected officials need to be absent from duty. The employer shall be reimbursed for the substitute costs for the absent employee(s) when the activity is not directly aligned to the business or operation of the District.
- B. When Association members ask to be released from their assigned responsibilities to perform duties for the local, state, or national association, the District shall be reimbursed for the substitute costs for the absent employee(s).

### **Section 9 – Leave Sharing**

- A. Consistent with RCW 28A.400.380 and Chapter 392-136A WAC, a leave sharing program is established as follows:
- B. A District employee is eligible to receive donated leave if:
  - 1. The staff member meets qualifying circumstances which has caused, or is likely to cause, the staff member to:
    - b. a. Go on leave-without-pay status (excluding personal leave); or
    - c. b. Terminate his/her employment;
  - 2. The staff member's absence and the use of shared leave are justified;
  - 3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserves, except employees using shared leave for parental time or pregnancy disability may retain up to forty (40) hours of sick leave;
  - 4. The staff member has abided by district rules regarding sick leave use; and
  - 5. When relevant, the staff member has diligently pursued and been found to be ineligible to receive the industrial insurance benefits.
- C. Any employee who wishes to receive leave under this provision shall submit a request in writing to Human Resources. The employee shall submit, prior to leave sharing approval, documentation verifying the qualifying nature and expected duration of the condition.
- D. Employees meeting the criteria indicated above shall be eligible for leave sharing. A staff member shall not receive more leave than the number of normal workdays remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 522 days of leave, unless the Superintendent authorizes additional days of leave in extraordinary circumstances.
- E. District employees may donate leave as follows:

1. An employee who has an accrued annual leave vacation balance of more than ten (10) days may request that the superintendent or designee transfer a specified number of days to another staff member authorized to receive shared leave. A staff member may not request leave to be transferred that would result in an accrued annual leave balance of fewer than ten (10) days.
2. An employee who has an accrued sick leave balance of more than twenty-two (22) days may request that the superintendent or designee transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave defined in RCW 28A.400.300 means “leave for illness, injury, and emergencies.”

The number of leave days transferred shall not exceed the amount authorized by the donating staff member.

3. The value of any leave transferred under this policy which remains unused shall be returned at its original value to the staff member who donated the leave. To the extent administratively feasible, the value of unused leave which was transferred by more than one staff member shall be returned on a pro-rata value basis.

## **ARTICLE XVI – EMPLOYEE PROTECTION**

- A. District insurance coverage shall be in accordance with RCW 28A.400.370, Mandatory Insurance Protection for Employees; RCW 28A.320.100, Defense, Costs, Fees; and RCW 28A.320.060, Insurance to Protect and Hold Personally Harmless.
- B. Employees will not be requested nor required to perform any duty requiring a teaching certificate.
- C. No employee shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State law.
- D. The District shall hold employees harmless when reporting alleged child abuse to District Administrators.
- E. The District shall support and assist employees with respect to the supervision and control of students, public, and/or other staff while employed by the Longview School District on Longview School District property.
- F. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety, or well-being.
- G. To the extent possible by building design and available District resources, employees shall be provided a work area with adequate space, heating, ventilation, and lighting in which to work.
- H. Sexual Harassment occurs when a supervisor or a co-worker makes unwelcome verbal or physical sexual advances to an individual which either interfere with an individual’s work performance or create an intimidating or offensive work environment or which become a basis for employment decisions regarding that individual. Any and all acts of sexual harassment will be reported immediately to supervisory personnel.
- I. For additional information regarding sexual harassment and employee rights and responsibilities, see Board Policy 5011.
- J. While all staff are responsible for monitoring student safety when students are in their presence or assisting in emergencies, employee work spaces shall not be the primary location for locating

students subject to discipline, and employees shall not be assigned to monitor student discipline, or disruptive students except in emergencies. When an administrator is unavailable or away from the building, a designee will be identified to address student behavior and discipline.

## **ARTICLE XVII – SENIORITY**

### **Section 1 – When Established**

#### Seniority:

Seniority shall mean “an individual’s length of service with the District in a regular position.” The seniority of an employee in the bargaining unit shall be established and begin to accrue as of the date of hire as a regular employee in a bargaining unit position. The seniority of a new employee is subject to the provisions of Article VII.6.B.

In the event that more than one employee has the same hire date, seniority will be established by the date of the posting for which they were hired. If the two employees were hired under the same posting, seniority will be established by the date and time the employees completed their application for the position.

### **Section 2 – When Lost**

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

- A. Resignation
- C. Termination
- B. Retirement
- D. When Moving to a Non-LCPEA Position

### **Section 3 – When Retained**

Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident, industrial illness, sick leave, or layoff as explained in Article VIII.1.D.
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
- C. Time spent on other authorized leaves of absence, granted by the District for no more than one (1) year at a time, not to exceed two (2) consecutive years.
- D. Time spent as a supervisor over bargaining unit employees.
- E. When due to a layoff while the employee is in the re-employment pool.

### **Section 4 – Rights**

An employee with the greatest seniority shall have preferential rights regarding available job openings if he/she has the necessary skills and abilities.

### **Section 5 – Retaining Seniority**

- A. An employee who changes job classifications within the bargaining unit shall retain his/her seniority.
- B. An employee from another Longview School District recognized bargaining unit whose assigned position is reclassified into an LCPEA position shall have his/her seniority transferred to LCPEA.

## Section 6 – Seniority List

- A. By November of each school year, the District will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority.
- B. A finalized list shall be provided the Association by June 1 of each year; such list shall include all corrections, deletions, and additions of personnel for the school year.

## ARTICLE XVIII – GRIEVANCE PROCEDURES

### Section 1 – Definitions

- A. A grievance is an alleged misinterpretation of, or violation of, terms and/or provisions of this Agreement.
- B. Grievant shall mean “an individual, a group of individuals, and/or the Association.”
- C. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate members of the administration.
- D. Days shall mean “weekdays—Monday through Friday—when offices are open,” or, after school closure for the summer shall mean “weekdays when the district office is open.”

### Section 2 – Step I Procedure

- A. The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within thirty (30) days after the occurrence of the grievance or within thirty (30) days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.
- B. The Statement of Grievance shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.
- C. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s) and the Association representative. The immediate supervisor shall answer the grievance in writing within five (5) days of receipt of the written grievance. The immediate supervisor’s answer shall include the reasons upon which the decision was based. The supervisor shall concurrently send a copy of the grievance, his/her decision, and all supportive evidence to the grievant(s) and the Association representative. (See STEP ONE GRIEVANCE FORM.)

### Section 3 – Step II Procedure

- A. If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II— Superintendent or designated representative—within ten (10) days of receipt of the decision rendered in Step I.
- B. The Superintendent or designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within ten (10) days of the receipt of the Step II appeal. The purpose of this meeting shall be to effect a resolution of the grievance.
- C. The Superintendent or designated representative shall provide a written decision incorporating the reasons upon which the decision was based to the grievant(s), Association representative, and

immediate supervisor within seven (7) days from the conclusion of the meeting. (See STEP TWO GRIEVANCE FORM.)

#### **Section 4 – Step III Procedure**

- A. If no satisfactory settlement is reached at Step II, the Association, within fifteen (15) days of the receipt of the Step II decision, may appeal the final decision of the District to the American Arbitration Association for arbitration, unless the District and Association can agree on an arbitrator. Any grievance arising out of or relating to the interpretation or applications of the terms and/or provisions of this Agreement may be submitted to arbitration.
- B. The Arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the Arbitration proceeding, unless the District and Association can agree on an arbitrator.
- C. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding up on the District, the Association, and the grievant(s).
- D. Neither the District nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party.
- E. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- F. The costs for the services of the Arbitrator, including per diem expenses if any, his/her travel and subsistence expenses, and the cost of any hearing room will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. (See STEP THREE GRIEVANCE FORM)

#### **Section 5 – Time Limits**

- A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
- B. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.
- C. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the Employer's answer at the previous step.

#### **Section 6 – Accelerated Grievance Filing**

In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances will be lodged at Step II of this procedure.

#### **Section 7 – Continuation of Grievances**

Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even if the contract has expired.

## **Section 8 – Reprisals**

No reprisal of any kind will be taken by the Employer against any employee because of his participation in any grievance.

## **ARTICLE XIX – PROFESSIONAL DEVELOPMENT**

### **Section 1 – Time for Voluntary Professional Development**

- A. Each employee shall be granted two (2) days' leave per year to attend approved conferences/workshops/in-service with no reduction in pay. If such conferences/work-shops/in-service occurs on non-work time, the employee shall be reimbursed at their regular hourly rate of pay.
- B. If an employee is attending an approved conference or workshop of up to one day's duration, his/her required travel time to and from the conference or workshop will be considered a part of their regular workday, however travel time outside the employee's normal work hours shall not be compensated for voluntary professional development.
- C. A pool of unused voluntary professional development hours will be established annually and made available for the next fiscal year. The unused hours will not be carried over for more than one fiscal year. LCPEA members can access the pooled hours in an amount equal to twice their individually posted October 1 hours. Pooled hours will be accessed on a first-come, first-served basis.

### **Section 2 - Support for Voluntary Professional Development**

- A. A ten thousand dollar (\$10,000) fund shall be established each year to help pay expenses (registration/tuition and transcript fees, materials costs, transportation, housing, and meals) for those employees attending approved conferences/workshops/in-service/training courses. The Association president shall be informed of the fund balance upon request. The Association President/designee shall authorize in writing all fund disbursement applications. After securing the President's or designee's signature, the fund request form shall be forwarded to Human Resources for processing.
- B. Any funds remaining at the end of the year will go into a pool to be added to next year's beginning balance. Funds will not be carried over for more than one (1) year.

### **Section 3 – Required Training**

For special schooling or training required by the District outside of the employee's regular working hours, the employee will be paid at their regular hourly rate of pay for all time in attendance plus any fee or tuition. Overtime rules as identified in Article XII.3 will apply.

### **Section 4 – In-Service Committee**

In order to meet the needs of its employees, an in-service committee will be formed to work with the District in designing in-service opportunities.

## **ARTICLE XX – MICELLANEOUS WORKING CONDITIONS**

### **Section 1 – Required Fees/Certificates**

The District will pay all required fees, certificates, or licenses required as a condition of continued employment.

## **Section 2 – Mileage Allowance**

- A. Employees assigned to two or more work locations shall receive mileage reimbursement at the IRS mileage reimbursement rate.
- B. Employees acting in accordance with assigned duties and using their own vehicle shall be reimbursed at the IRS mileage rate.

## **Section 3 – Meals**

- A. Employees will be allowed the state government per diem meal amount for a meal if called out to work in an emergency that disrupts their normal mealtime or when such notice is given one hour or less before work is to begin.
- B. Employees sent on District business outside of the District shall be reimbursed for room and/or meal expenditures per Board policy.

## **Section 4 – Hepatitis Immunization**

Upon request, employees providing routine medical care shall be given Hepatitis B shots at District expense.

## **Section 5 – Office Closures – Emergency/Hazardous Conditions**

When employees are directed to leave work by their supervisor or other District official due to inclement weather, ice, snow, or other emergency or hazardous condition, they will do so without any loss in pay, leaves, or other benefits.

## **Section 6 – Work Equipment**

Requests for equipment that supports an ergonomic work environment that are not addressed at the work site should be forwarded to Human Resources. The District shall provide ergonomic work-equipment it determines to be appropriate. If a request is denied, then an employee may utilize the disability accommodation process. No request shall be denied for arbitrary or capricious reasons.

# **ARTICLE XXI – INSURANCE BENEFITS**

## **Section 1 – Coverage**

The medical, dental, and vision care state insurance allocation will be provided for employees to the School Employees Benefits Board (SEBB). To be eligible for medical insurance coverage an employee must be employed in a job scheduled for at least 630 hours per year.

## **Section 2 – Carriers**

Employees have the option to select medical insurance from a list of insurance carriers provided by SEBB.

## **Section 3 – Carve-out/Retiree Subsidy**

The District will pay the full cost of the Health Care Authority carve-out/retiree subsidy which is included in the state allocation rate for each year of this Agreement.

## **Section 4 – VEBA**

The District will offer the VEBA III Sick-Leave Conversion Plan for each year of this contract.

## ARTICLE XXII – WAGES

### Section 1 – Salary Schedule

- A. When new positions are created the Association and District will meet to determine which category the new position will be assigned.

The categories are defined as follows:

1. Category 1 – Majority of the job involves clerical functions such as answering phones, filing, typing, and inputting data.
  2. Category 2 – The position serves as an assistant to a more complex position and tasks require a higher skill set than Category 1.
  3. Category 3 – These positions are site or department specific. Most existing positions were put in this category as each is important in relationship to the overall operation of the site or department.
  4. Category 4 – These positions are considered the most complex or overarching for a site or the District as a whole. The high school position provides an opportunity for those at the site level to have some opportunity for advancement. The District level positions in this category are considered exempt employees in other districts and again provide a level of advancement for District level secretaries.
- B. Employees will be granted increments on September 1 until the maximum step has been reached. Employees hired after June 1 and before September 1 will receive their first increment the second September 1 of their employment.
- C. For each year of this Agreement the pay schedule for that year shall be increased by the percentage of the statewide state-funded inflationary adjustment (implicit price deflator, IPD) to the classified employee funding formula. If the state provides a statewide COLA to the classified employee funding formula in any manner other than a simple percentage increase as commonly used in the past, this Agreement shall reopen solely for the purpose of determining how to apply the increase to the pay schedule.

Any employee who suffered a reduction in total work hours during the 2020-21 work year who is still employed by the District shall receive a one-time stipend of one thousand dollars on the September payroll.

Effective September 1, 2022 the wage schedule shall be amended to provide a one percent (1%) increase between steps 5-9 and step 10-14, and one percent (1%) between step 10-14 and step 15-17, an increase from one half percent (0.5%) to one percent (1%) at both steps. In addition, the salary schedule shall increase by the state inflationary adjustment rate plus an additional one percent (1%) for a total of six and one half percent (6.5%).

Effective September 1, 2023 the salary schedule shall be increased by the state inflationary adjustment rate plus one half percent (.5%) or three percent (3%) whichever is greater.

Effective September 1, 2024 the salary schedule shall be increased by the state inflationary adjustment rate plus one percent (1%) or three percent (3%) whichever is greater.

**Section 2 – Secretaries Changing Jobs**

- A. Current Association members who change job categories will be placed on the longevity step that reflects their current status. (In other words, an employee who has a Category 2 position and is at the ten year step and moves to a Category 3 position will be placed at the ten year step rate of pay for their new Category 3 position.)
- B. Employees who are new to the District, but are coming from another Washington school district having the same/similar job responsibilities shall be allowed to bring their longevity in that position with them for placement on the LCPEA Salary Schedule.

**Section 3 – Substitutes Pay**

- A. All substitute workers filling bargaining unit positions shall be paid 85% of the Step I rate for the position being filled. After fifteen (15) days’ service as a substitute, the substitute shall be paid at the Step I rate of the pay for the position being filled. After fifteen (15) consecutive days in the same position, the substitute shall be provided one (1) day of sick leave for each fifteen (15) days worked in the same position. Former employees who return as substitutes shall be paid at Step 3 of the position in which they are serving.
- B. The District shall set qualifications for any substitute employee.
- C. Upon learning that the regular employee for whom the substitute is working will not be able to return to the position, the District shall declare that position open and post it in accordance with the provisions of this Agreement.

**Section 4 – Pay Procedures**

- A. Warrants will be issued to employees on the last business day of each month unless there are circumstances beyond the control of the District.
- B. Employees will receive twelve (12) equal pay warrants. Equal pay warrants are computed by multiplying the number of days of anticipated employment by the appropriate hourly wage rate and then dividing by twelve.
- C. For Professional Standards Program Option I and Option II, and annual stipend will be available September 1 of each year for recognition of attaining certain certificate achievement levels. Members earning certification after September 1 of any year will receive the annual stipend the following September 1.

The following schedule will apply:

<b>OPTION I</b>		<b>OPTION II</b>	
<b>Certificate</b>	<b>Annual Stipend</b>	<b>Certificate</b>	<b>Annual Stipend</b>
Advanced I	\$150	Associate Professional	\$375
Advanced II	\$200	Associate Degree	\$400
Advanced III	\$350	Advance I	\$425
		Advanced II	\$450
		Advanced III	\$475
		Bachelor Degree	\$500

Only one stipend will be available per year and can be received through submission of the certificate to

the District Human Resources office. The annual stipend will be available to permanent employees working at least 20 hours per week.

Training and certificate costs and NAEOP annual dues will be expenses eligible for reimbursement within the guidelines of Article XIX, Section 1 Training Courses – Reimbursement, in the Collective Bargaining Agreement. Reimbursement is available whether the annual stipend is received, or not.

## **ARTICLE XXIII – JOB SHARING**

- A. The District, upon request, shall consider a job sharing program which allows two employees to share one position and which allows for prorated wages, unless the position is not appropriate for job sharing.
- B. When a shared position is eliminated, each employee will have their reduction-in-force/layoff rights for the number of hours they are currently working, pursuant to Article VIII §1.
- C. When a job share terminates, the remaining employee(s):
  - 1. Change to the position with the most hours
  - 2. Take the total full-time position, if available by seniority, unless the hours are altered to exceed an eight-hour (8 hour) day
  - 3. Transfer to an open position of fewer hours through the transfer application process
- D. No employee in the bargaining unit shall be involuntarily transferred in order to create shared time positions.

## **ARTICLE XXIV – BOOSTER TICKETS**

- A. The District will make available to employees a booster ticket which will admit them to all District extra-curricular activities for the current year. The ticket excludes admission to tournaments and playoffs. Employee tickets shall be at no cost to the employee and may be obtained at any secondary school during regular work hours.
- B. The employee may purchase a second booster ticket at a price of ten dollars (\$10). Tickets may be purchased at any secondary school during regular school hours.
- C. The booster ticket will admit dependent children who are still in grade school accompanied by at least one parent. The ticket is nontransferable.

## **ARTICLE XXV – DURATION**

- A. This Agreement shall be in effect from September 1, 2022, through August 31, 2025.
- B. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) calendar days prior to the Agreement expiration date.



## APPENDIX I: LCPEA PAY SCHEDULE & CATEGORIES

### LCPEA PAY SCHEDULE

Effective 09.01.2022

Step	I	II	III	IV
Year 1-2	\$23.31	\$25.36	\$27.36	\$28.72
Year 3-4	\$24.41	\$26.68	\$28.80	\$30.25
Year 5-9	\$24.65	\$26.96	\$29.09	\$30.52
Year 10-14	\$24.90	\$27.22	\$29.38	\$30.83
Year 15-17	\$25.15	\$27.50	\$29.67	\$31.14
Year 18+	\$25.48	\$27.91	\$30.10	\$31.60
Substitute Day Rate 1-15 (85%)	\$19.82	\$21.55	\$23.26	\$24.41
Substitute Day Rate 16+ (100%)	\$23.31	\$25.36	\$27.36	\$28.72

#### CATEGORY 1

- Elementary Secretarial Assistant

#### CATEGORY 2

- CTE Secretary
- HR Secretarial Assistant
- MS Attendance/Athletic Secretary
- Special Education Secretarial Assistant

#### CATEGORY 3

- Accounts Payable / Records Clerk
- Accounts Payable Specialist
- Communications / C&L Secretary
- Executive Director Secretary
- Elementary Lead Secretary
- Guidance Secretary
- HS ASB Secretary – Athletics

#### CATEGORY 3 (continued)

- HS ASB Secretary – Activities/Accounting
- HS Attendance Secretary
- HS Registrar
- MS Lead Secretary
- Nutrition Services Secretary
- Operations Secretary
- Purchasing / Warehouse Specialist
- Special Services Secretary
- Student Learning Director Secretary
- Technology Services Secretary
- Transportation Compliance Specialist

#### CATEGORY 4

- Accountant/State and Federal Programs
- HR Secretary
- HS Lead Secretary
- Payroll Specialist

## APPENDIX II: PERSONNEL EVALUATION



### OFFICE PROFESSIONALS (LCPEA) EVALUATION

Name \_\_\_\_\_ School or Department \_\_\_\_\_ Job Title \_\_\_\_\_  
 Period of Report Date From: \_\_\_\_\_ To: \_\_\_\_\_ School Year: \_\_\_\_\_

<b>Evaluation Type</b>	<input type="checkbox"/> <b>30-Day</b>	<input type="checkbox"/> <b>90-Day</b>	<input type="checkbox"/> <b>Annual</b>
------------------------	----------------------------------------	----------------------------------------	----------------------------------------

GENERAL CRITERIA: Check the appropriate boxes under each of the criteria below. **Comments are optional.**

<b>1. RELIABILITY:</b> Is dependable and trustworthy; independent worker who requires minimal supervision; understands the need for and maintains confidentiality; uses and maintains equipment properly; makes sound decisions.			
<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Work needs close and regular supervision. Rarely able to work independently. Cannot be depended on to complete work.	<input type="checkbox"/> Sometimes able to work independently, but work needs more than minimal supervision and more than occasionally, work not done on time.	<input type="checkbox"/> Consistently dependable. Performs all duties with minimal supervision. Work completed on time consistently.	<input type="checkbox"/> Highly dependable. Attends to every detail without supervision. All work completed on time.
Comments:			

<b>2. ADAPTABILITY:</b> Makes adjustments and changes easily to work assignments and unforeseen circumstances; readily accepts new or changing conditions; works effectively in a variety of situations; works well under stressful conditions.			
<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Has difficulty making adjustments to different conditions.	<input type="checkbox"/> Sometimes has difficulty making adjustments to different conditions.	<input type="checkbox"/> Accepts new or different conditions; adjusts quickly and cooperatively.	<input type="checkbox"/> Highly flexible; can be used effectively in different conditions.
Comments :			

<b>3. INITIATIVE:</b> Recognizes opportunities to take action appropriately; self-starter; has new ideas and makes suggestions for positive change; willing to take on new challenges.			
<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Negative and/or not interested in job. Not a self-starter and never does more than the basic requirements of the job.	<input type="checkbox"/> Occasionally lacks optimism and/or lacks interest in some job elements. Occasionally willing to take on a new challenge.	<input type="checkbox"/> Consistently positive and shows high level interest in job. Sets goals and completes them.	<input type="checkbox"/> Exceptionally positive; interest in job leads to exceptionally creative and innovative performance. Takes action without being told.
Comments :			

**4. ATTENDANCE/PUNCTUALITY:** Regular attendance and consistently on time; provides sufficient notice for absences and being tardy.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	
<input type="checkbox"/> Absences or tardiness frequently impacts job performance. Not dependable.	<input type="checkbox"/> Absences or tardiness occasionally impacts job performance. Dependability is inconsistent.	<input type="checkbox"/> Displays good habits; on time and at work. Always dependable.	
Comments:			

**5. ORGANIZATION:** Consistently meets deadlines; sets priorities; delegates appropriately; good utilization of time; plans workload effectively.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Disorganization severely affects job function.	<input type="checkbox"/> Disorganization sometimes hampers job function.	<input type="checkbox"/> Keeps work organized; carries out duties effectively and efficiently.	<input type="checkbox"/> Extremely organized; enhances job function.
Comments:			

**6. WORK PRODUCTION:** Consistently accomplishes required amount of work.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Produces at unacceptable level of work.	<input type="checkbox"/> Produces below what can and should be done.	<input type="checkbox"/> Produces at expected level.	<input type="checkbox"/> Produces above level. Extremely high output.
Comments :			

**7. QUALITY OF WORK:** Does thorough, accurate, neat and professional work; produces high quality product; has high standards and work ethic; makes minimal errors; speaks and writes in a clear and understandable manner.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Many errors and assignments not complete.	<input type="checkbox"/> Some errors and some assignments not complete.	<input type="checkbox"/> Work is thorough, accurate and complete.	<input type="checkbox"/> Work is exceptionally accurate and complete.
Comments:			

**8. SELF-IMPROVEMENT:** Enhances job performance by participating in learning opportunities; open to suggestions and makes changes necessary; self-reflects; interested in work and in increasing knowledge and improving skills.

<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Very resistant to change and defensive when suggestions are provided.	<input type="checkbox"/> Occasionally resistant to change and does not listen when suggestions for improvement are made.	<input type="checkbox"/> Strives for improvement on regular basis. Generally open to suggestions for improvement.	<input type="checkbox"/> Excellent efforts at self-improvement. Seeks suggestions for improvement and discusses suggestions openly when they are made.
Comments :			

<b>9. WORK KNOWLEDGE AND SKILLS:</b> Understands all aspects of the job; possesses knowledge and skills necessary to perform job; pays attention to details; understands technical job processes; uses correct spelling, punctuation and grammar.			
<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Lacks considerable understanding of the principles, concepts and requirements of the job.	<input type="checkbox"/> Lacks some understanding of the principles, concepts and requirements of the job.	<input type="checkbox"/> Generally understands the principles, concepts and requirements of the job.	<input type="checkbox"/> Thoroughly understands the principles, concepts, and requirements of the job.
Comments :			

<b>10. CUSTOMER SERVICE SKILLS:</b> Positive attitude in meeting the needs of customers; communicates with customers in an appropriate manner; friendly and helpful; handles sensitive issues appropriately; uses appropriate problem-solving strategies; good listening skills; tactful and considerate.			
<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Frequently fails to make an effort to meet customer needs. Often does not treat customers with courtesy and respect.	<input type="checkbox"/> Occasionally does not practice appropriate customer service skills. Occasionally does not treat customers with courtesy and respect.	<input type="checkbox"/> Meets expectations of customers on regular basis. Consistently treats customers with courtesy and respect.	<input type="checkbox"/> Actively seeks to understand and satisfy customer needs. Uses courtesy and respect to resolve problems.
Comments:			

<b>11. TEAMWORK:</b> Works cooperatively with others; uses tact and diplomacy; develops good working relationships; promotes good staff morale; puts team needs above individual needs; works positively in solving problems.			
<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Exhibits unwillingness to work effectively in a team setting.	<input type="checkbox"/> Sometimes has difficulty participating as a team member.	<input type="checkbox"/> Works cooperatively with all team members.	<input type="checkbox"/> Seeks opportunities to collaborate with others as well as working collaboratively with others.
Comments:			

<b>12. CONFORMANCE WITH STANDARDS:</b> Adheres to Federal, State, District, building and department policies/regulations and standards. Adheres to safety practices.			
<i>Unsatisfactory</i>	<i>Needs Improvement</i>	<i>Meets Expectations</i>	<i>Above Expectations</i>
<input type="checkbox"/> Fails to comply with policies and/or building standards.	<input type="checkbox"/> Sometimes has difficulty complying with policies and/or building standards.	<input type="checkbox"/> Consistently adheres to all policies and building standards.	<input type="checkbox"/> Promotes expectations and standards.
Comments:			

### Overall Rating Definitions

The general evaluative criteria are not equally weighted; over-all ratings may be negatively impacted by performance that is below criteria in a single area if key aspects of work for the particular position are adversely affected.

- Above Expectations: Performance exceeds the criteria or standards of performance for practically all aspects of the work. Employee performs even the difficult and complex parts of the job competently and thoroughly, including extra or unique tasks assigned. Results show achievements of extremely high value.
- Meets Expectations: Performance meets the criteria or standards of performance of the job.
- Needs Improvement: Performance meets the criteria or standards of performance for some aspects of the work. However, job objectives are often not met and are generally below expectations or are met with only a minimum level of acceptability. Performance improvement is indicated.
- Unsatisfactory: Performance is below the criteria or standards of performance for key aspects of the work. Attainment of primary work objectives has not been met. Improvement is mandatory.

**OVERALL RATING:** Rate the employee on the overall annual performance by marking the appropriate rating.

Unsatisfactory     Needs Improvement     Meets Expectations     Above Expectations

Comments to Support Overall Rating: This section must be completed when the evaluator has rated the employee "Needs Improvement" or "Unsatisfactory" on the overall annual performance. If given an unsatisfactory evaluation, a required follow-up conference will be required within 30 workdays to develop a specific and reasonable program as defined in the CBA.

Comments :

### PERFORMANCE OBJECTIVES/GOALS:

This section may be completed at the beginning of the evaluation period for the coming school year or at the end of the evaluation period for the next school year depending on the preference of the evaluator and employee.

Comments:

### DEVELOPMENT AND GROWTH:

The status of work toward completion of Objectives/Goals should be addressed in comments section below. Additional information may be attached and must be dated and signed by both the evaluator and the employee.

Comments:

The signature below does not imply that the employee agrees with the preceding report, but only that he or she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Printed Name \_\_\_\_\_

Employee statement attached:     Yes     No

# APPENDIX III: GRIEVANCE PROCESS AND FORMS

## STEP ONE GRIEVANCE FORM

### FORMAL GRIEVANCE PRESENTATION

(To be completed by employee or the Association and submitted to his/her immediate supervisor or other appropriate administrator before proceeding to the Superintendent or designee.)

EMPLOYEE \_\_\_\_\_ DATE OF FORMAL PRESENTATION \_\_\_\_\_

ASSOCIATION PRESIDENT OR DESIGNEE \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

STATEMENT OF GRIEVANCE (Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, issues involved, and the remedy sought.)

\_\_\_\_\_  
Signature of Employee or Association

\_\_\_\_\_  
Date

(Disposition of grievance is on the reverse side.)

STEP ONE GRIEVANCE FORM (Back)

The supervisor shall provide the employee and the Association with a written answer to the grievance together with the reasons for the decision within five (5) working days after the meeting.

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor

EMPLOYEE'S RESPONSE: (To be completed by employee within ten (10) working days of the decision.)

\_\_\_\_\_ I accept the above decision of the supervisor (or other administrator).

\_\_\_\_\_ I hereby refer the above decision to Level Two for appeal to the superintendent of schools or designee. Please complete Form B.

DATE OF RESPONSE \_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor

STEP TWO GRIEVANCE FORM

NOTIFICATION OF APPEAL

(To be completed by employee and the Union  
and submitted to the superintendent or designee.)

EMPLOYEE \_\_\_\_\_ DATE OF FORMAL PRESENTATION \_\_\_\_\_

ASSOCIATION PRESIDENT OR DESIGNEE \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

STATEMENT OF GRIEVANCE (Please include: Facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, issues involved, and the remedy sought.)

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

(Disposition of grievance is on the reverse side.)

STEP TWO GRIEVANCE FORM (Back)

The Superintendent or designee shall provide the employee and the Association with a written answer to the grievance together with the reasons for the decision within seven (7) working days after the meeting.

DATE OF DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of superintendent  
or designee

EMPLOYEE'S RESPONSE: (To be completed by employee within five (5) working days of the decision.)

\_\_\_\_\_ Employee and/or Association accept the above decision of the Superintendent or designee.

\_\_\_\_\_ Employee and/or Association hereby appeals, through the Association, to Step Three. Please complete Form C.

DATE OF RESPONSE \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

STEP THREE GRIEVANCE FORM  
REQUEST FOR BINDING ARBITRATION

(To be completed by the Association President after receipt of the Board of Director's answer at Level Three.)

EMPLOYEE \_\_\_\_\_ DATE OF FORMAL PRESENTATION \_\_\_\_\_

ASSOCIATION PRESIDENT OR DESIGNEE \_\_\_\_\_

DATE REQUEST RECEIVED FOR ARBITRATION \_\_\_\_\_

DETERMINATION BY THE ASSOCIATION:

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

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