

**HOCKINSON EDUCATION SUPPORT PERSONNEL (HESP)  
AND  
HOCKINSON SCHOOL DISTRICT (HSD)**



**2022-2024  
COLLECTIVE BARGAINING AGREEMENT**

## TABLE OF CONTENTS

1	PREAMBLE.....	4
2	ARTICLE I- ADMINISTRATION.....	5
3	SECTION 1 – RECOGNITION.....	5
4	SECTION 2 – STATUS OF AGREEMENT .....	5
5	SECTION 3 – CONFORMITY TO LAW .....	6
6	SECTION 4 – DISTRIBUTION OF AGREEMENT .....	6
7	SECTION 5 – AGREEMENT / ADMINISTRATION / INTERPRETATION .....	7
8	ARTICLE II BUSINESS .....	7
9	Section 1 – DUES, DEDUCTIONS AND REPRESENTATION FEES .....	7
10	SECTION 2 – RIGHTS OF THE ASSOCIATION .....	7
11	ARTICLE III – PERSONNEL.....	9
12	SECTION I – EMPLOYMENT PROCEDURES.....	9
13	SECTION 2 – DUE PROCESS .....	13
14	SECTION 3 – LAYOFF AND RECALL.....	14
15	SECTION 4 – EMPLOYEE RIGHTS.....	16
16	SECTION 5 – PERSONNEL FILES .....	17
17	SECTION 6 – EMPLOYEE PROTECTION .....	17
18	SECTION 7 – VOLUNTARY TRANSFERS.....	19
19	SECTION 8 – INVOLUNTARY TRANSFERS.....	20
20	SECTION 9 – PROMOTIONS.....	21
21	SECTION 10 – MISCELLANEOUS WORKING CONDITIONS .....	21
22	SECTION 11 – HOURS OF WORKING AND OVERTIME.....	23
23	SECTION 12 – HOLIDAYS AND VACATIONS.....	26
24	SECTION 13 – SALARIES AND SALARY PAYMENT .....	28
25	SECTION 14 – TRANSPORTATION REIMBURSEMENT.....	29
26	SECTION 15 – INSURANCE AND FRINGE BENEFITS .....	29
27	SECTION 16 – LEAVES.....	32
28	SECTION 17 – EMPLOYEE FACILITIES.....	38
29	SECTION 18 – EMPLOYEE EVALUATION.....	39
30	ARTICLE IV – GRIEVANCE PROCEDURES.....	40
31	SECTION 1 – DEFINITIONS.....	40
32	SECTION 2 – RIGHTS TO REPRESENTATION .....	41
33	SECTION 3 – INDIVIDUAL RIGHTS.....	41
34	SECTION 4 – PROCEDURE.....	42
35	SECTION 5 – EXCEPTIONS TO TIME LIMIT .....	44



36	SECTION 6 – NO REPRISALS.....	44
37	SECTION 7 – COOPERATION OF BOARD AND ADMINISTRATION.....	44
38	SECTION 8 – RELEASE TIME.....	44
39	SECTION 9 – PERSONNEL FILES .....	44
40	SECTION 10 – GRIEVANCE FORMS .....	44
41	ARTICLE V – DURATION AND REOPENER .....	45
42	SECTION 1 .....	45
43	ATTESTATION: .....	<b>Error! Bookmark not defined.</b>
44	APPENDICES	
45	Appendix A - Classified Salary Schedule	
46	Appendix B – Classified Evaluation Form	
47	Appendix C – Grievance Form	

48 **PREAMBLE**

49

50 In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining  
51 Act (hereinafter the Act); and

52

53 To promote the continued improvement of the relationship between the Hockinson School  
54 District and the classified employees of said District; and

55

56 To provide a uniform basis for implementing the right of public employees to join the Hockinson  
57 Educational Support Personnel Association/Washington Education Association and to be  
58 represented by such organization in matters concerning their employment relations with the  
59 District; and

60

61 To set forth prescribed rights of the classified employees of the School District; and

62

63 To enable the classified employees more fully to participate in and contribute to the  
64 development of policies pertaining to wages, hours and working conditions and other matters of  
65 mutual concern;

66

67 The diversity of our student body, our community and our staff is a strength that benefits our  
68 community and should be celebrated. We are committed to fostering a learning environment  
69 where diversity is encouraged, and to recruiting and retaining a diverse workforce to provide all  
70 students with a better chance of seeing themselves as part of the education system. It is  
71 important that children of all races, cultures, and backgrounds are provided with familiar role  
72 models in schools. We are committed to hiring the best employees of all backgrounds who will  
73 bring their unique talents and skills into our school system. The district shall employ staffing  
74 processes that support and foster diversity in its staff through recruitment, employment, training  
75 and of employees.

76

77 This Agreement is made and entered into on this 29<sup>th</sup> day of August 2022, by and between the  
78 District and the Association.

79

80 **ARTICLE I- ADMINISTRATION**

81

82 **SECTION 1 – RECOGNITION**

83

84 1.1 The District hereby recognizes the Hockinson Education Support Personnel  
85 Association/Washington Education/National Education Association as the exclusive  
86 bargaining representative for all the classified employees in the bargaining unit  
87 described in Section 1.2.

88

89 1.2 The bargaining unit to which this Agreement is applicable is as follows: All fulltime and  
90 regular part-time classified employees of the Hockinson School District #98, in any of the  
91 following job classifications: secretarial, clerical, custodial, aides, media support and  
92 maintenance, campus security, and grounds, excluding: confidential employees,  
93 custodial and maintenance supervisors, and network coordinators.

94

95 1.3 The term "Association" when used hereinafter in the Agreement shall refer to the  
96 Educational Support Personnel Association/Washington Education Association.

97

98 1.4 The term "employee" when used hereinafter in the Agreement shall refer to all classified  
99 employees represented by the Association.

100

101 1.5 Unless the context in which they are used clearly requires otherwise, words used in the  
102 Agreement denoting gender shall include both the masculine and feminine; words  
103 denoting number shall include both the singular and plural; and the word "day" shall  
104 mean the employee's working day.

105

106 **SECTION 2 – STATUS OF AGREEMENT**

107

108 2.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices  
109 of the District which shall be contrary to or inconsistent with its terms.

110

111 2.2 The duties of any employee or the responsibilities of any position in the bargaining unit  
112 shall not be altered except as provided for in this Agreement.

113

114

115 2.3 The effective date of this Agreement and any successor Agreement shall be September  
116 1<sup>st</sup> or the day after the termination date of the previous Collective Bargaining Agreement.  
117

118 2.4 All past practices of employment pertaining to wages, hours and conditions of  
119 employment shall be continued at not less than the standards in effect in the District at  
120 the time this Agreement is signed.  
121

122 2.5 This Agreement may be reopened on any item(s) during the term of the contract by  
123 mutual consent of the parties. The parties agree to re-open only on issues mutually  
124 agreed upon or relating to legislative actions impacting members of the bargaining unit.  
125

126 2.6 All items shall continue in full force and effect until a successor Agreement is negotiated.  
127

128 2.7 If an individual contract contains any language inconsistent with this Agreement, the  
129 Agreement shall be the controlling document.  
130

### 131 **SECTION 3 – CONFORMITY TO LAW** 132

133 3.1 This Agreement shall be governed and construed according to the Constitution and  
134 Laws of the State of Washington. If any provisions of this Agreement, or any application  
135 of this Agreement to any employee or groups of employees covered hereby shall be  
136 found contrary to law by a tribunal of competent jurisdiction, such provision or application  
137 shall have effect only to the extent permitted by law, and all other provisions or  
138 applications of the Agreement shall continue in full force and effect.  
139

140 3.2 In the event a provision(s) is determined to be contrary to law as stated in 3.1, such  
141 provision shall be renegotiated. Negotiation shall commence within two (2) weeks after  
142 receipt of the written tribunal decision.  
143

144 3.3 The parties will enter negotiations for the purpose of attempting to arrive at a mutually  
145 satisfactory replacement of such provisions(s).  
146

### 147 **SECTION 4 – DISTRIBUTION OF AGREEMENT** 148

149 4.1 Following ratification and signing of this Agreement, the District shall design, prepare the  
150 camera-ready copy, and print two copies of this Agreement. One copy will be delivered

to the Association and the other copy will be kept on file by the District. The District will make an electronic copy available through the District's website for all employees and will include in-service on how to access it during the first staff meeting of the year and all new employee orientations.

- 4.2 There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District, and one by the Association.

## **SECTION 5 – AGREEMENT / ADMINISTRATION / INTERPRETATION**

- 5.1 Upon written request by either party, the Association, officials and district administrators shall meet to discuss school problems relating to interpretation or compliance with this Collective Bargaining Agreement or other problems. When a written request is made, the meeting shall be held within five (5) working days.

## **ARTICLE II BUSINESS**

### **Section 1 – DUES, DEDUCTIONS AND REPRESENTATION FEES**

- 1.1 The Association and its affiliates (WEA/NEA) shall have the exclusive rights of automatic payroll deduction of membership dues, and assessments for the employees in the bargaining unit.
- 1.2 The District shall deduct from the employee's salary, each pay period, the dues required of membership.
- 1.3 The District shall transmit the dues to the Washington Education Association each pay period.

## **SECTION 2 – RIGHTS OF THE ASSOCIATION**

- 2.1 The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

2.2 The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association may place Association materials in district employee mailboxes.

2.3 The local Association shall have the right to use school facilities and school equipment for meetings, including computers, email, photocopying machines, other duplicating equipment, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use, and with prior notification to the Supervisor.

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 such equipment.

2.4 Duly authorized representative of the State or National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.

2.5 Employees shall be represented by Association Representatives, or in the absence of the regular Representative, by an alternative Representative. The Association shall furnish, in writing, to the District the names of Representatives and alternate Representative, upon their election or appointment. The Representative, during working hours, may represent employees and spend reasonable time to investigate and present grievances to the District with the Association and District sharing substitute costs equally.

Should it become necessary for a Representative to leave his/her place of work in order to represent an employee or investigate a grievance, the Representative shall notify their supervisor and give the name of the employee they are going to see. The Representative shall notify the supervisor upon their return to work.

2.6 The District agrees to furnish to the Association in response to reasonable requests pursuant to RCW 42.56, all available information concerning the financial resources of the District, including but not limited to annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocation; agenda and minutes of all School Board meetings; treasurer's reports; census and membership data; names and addresses of all employees; salaries paid thereto; and such other

220 information as will assist the Association in developing intelligent, accurate, informed,  
221 and constructive programs on behalf of the employees, together with information which  
222 may be necessary for the Association to process any grievance or complaint.

223

224 2.7 The District shall grant twenty-five (25) days leave to the Association for use by the  
225 President or their designee(s) to conduct Association business or attend trainings or  
226 meetings.

227

228 The employee must provide their supervisor with forty-eight (48) hours prior notice.  
229 Employee substitute costs will be paid for by the Association.

230

231 2.8 The rights and privileges of the Association and its representatives as set forth in this  
232 Agreement shall be granted only to the Association as the exclusive representative of  
233 the employees and to no other organization claiming to represent any portion of the unit  
234 or potential member of the unit.

235

236 2.9 On or before the first day of October, the District shall provide the Association with  
237 information regarding each employee in the bargaining unit.

238

239 2.10 The District will provide the Association facility space to house Association materials, a  
240 file cabinet and storage. The Association acknowledges that staff and student needs  
241 may precipitate facility space either reduced or moved.

242

243 2.11 The District shall afford the HESP leadership/representatives time at the end of the  
244 District classified meetings to meet with the HESP members.

245

## 246 **ARTICLE III – PERSONNEL**

247

### 248 **SECTION I – EMPLOYMENT PROCEDURES**

249

250 1.1 The District and Association recognize seven (7) categories of employees. Bargaining  
251 unit work shall be performed only by employees in one (1) of the seven (7) following  
252 categories:

253 A. Full-Time 9/10 – Month Position:

254 An employee who is employed no less than thirty-two and a half (32.5) hours per  
255 week or six and a half (6.5) hours per day.

256

257 B. Full-Time 12-Month Position:

258 An employee who is employed no less than forty (40) hours per week or eight (8)  
259 hours per day, with a maximum 260 days per contract year, starting in 2016-2017  
260 school year.

261

262 C. Part-Time 9/10-Month Position:

263 An employee who is employed less than thirty-two and a half (32.5) hours per  
264 week or six and a half (6.5) hours per day.

265

266 D. Part-Time 12-Month Position:

267 An employee who is employed less than forty (40) hours per week or (8) hours  
268 per day, with a maximum 260 days per contract year, starting in 2016-2017.

269

270 E. Probationary:

271 An employee who is newly hired to fill a full or part-time position shall serve a  
272 probationary period of ninety (90) work days.

273

274 F. Substitute:

275 An employee who is employed to fill a full or part-time position on per diem basis  
276 while the regular employee is absent or an approved leave. It is expressly  
277 understood and agreed that a substitute shall in no case will a vacant bargaining  
278 unit position for a period in excess of the probationary period as above defined.

279

280 G. Temporary:

281 If not filling a vacated bargaining unit position, a temporary position can be  
282 created for one (1) school year. If a temporary is needed for the second school  
283 year, then a posting will occur and a permanent position will be created.

284

285 1.2 In no case shall employees be requested or required to perform any duty normally  
286 performed by a certificated employee except for short periods of time for instructional or  
287 testing purposes when under the supervision of a certificated staff member.

288



289 1.3 The District shall enter into no contract which will result in work being provided,  
290 supervised or otherwise influenced by any person, organization, group or company other  
291 than persons directly employed by the District and who are members of the bargaining  
292 unit as defined in Article I, Section I of this Agreement. This section is applicable to  
293 employees as defined in Article I Section 1.2.  
294

295 1.4 Seniority shall be defined as the length of service within the Hockinson ESP bargaining  
296 unit, not including any substitute service prior to hiring. Accumulation of seniority shall  
297 begin on the employee's first working day. A paid holiday shall be counted as the first  
298 working day in applicable situations. Hires made at the beginning of the school year shall  
299 have a seniority date of September first (1<sup>st</sup>). In the event that more than one (1)  
300 individual employee has the same starting date of work, position on the seniority list shall  
301 be determined by casting lots.  
302

303 1.5 Probationary employees shall have no seniority until completion of the probationary  
304 period at which time their seniority shall revert to their first day of work.  
305

306 1.6 Each employee shall have a seniority date to reflect their most recent date of hire by the  
307 District, as defined above. Any breaks in service ends placement on the seniority list. If  
308 the member returns at a later date, the date of their rehire becomes their first date of  
309 continuous employment. Employees who take leave due to family-related or medical  
310 issues shall have their seniority continue to accrue.  
311

312 1.7 The District shall prepare, maintain and post the seniority list. The initial seniority list  
313 shall be prepared and given to the union president who will submit it to each member of  
314 the bargaining unit, within thirty (30) days after the effective date of this Agreement with  
315 revisions and updates prepared and given annually thereafter. A copy of the seniority list  
316 and subsequent revisions shall be furnished to the Association.  
317

318 1.8 Summer work will follow normal posting procedures as open temporary positions.  
319 Current employees will be considered for summer positions for which they are qualified  
320 prior to outside applicants with exception to categorically funded positions. Categorical  
321 positions will first be offered to current staff in said program before job is posted.  
322

323 1.9 Any employee who has been incapacitated at his regular work by injury or compensable  
324 occupational disease while employed by the District may be employed at other work on  
325 a job that is operated by the District and which they can do without regard to any  
326 seniority provision on this agreement.  
327

328 1.10 Seniority shall be lost by an employee upon termination, resignation, retirement or  
329 transfer to a non-bargaining unit position.  
330

331 1.11 An employee who is resigning shall give two (2) weeks' notice. A resigning employee  
332 shall be entitled to all accrued benefits, provided proper notice has been given.  
333

334 1.12 In the event that the District assigns an employee to perform services regularly  
335 performed by an employee with a classification having a higher rate of pay, the assigned  
336 employee will be paid at the higher rate, their own longevity, beginning on the 3<sup>rd</sup> full  
337 consecutive shift. Categorically funded staff may only bump up to gain additional hours  
338 before or after their assigned shift.  
339

340 Classification in this instance means moving from one group on the salary schedule to  
341 another. This does not include moving from one aide position to another or one  
342 custodian position to another. In the event that the District assigns a custodian to the  
343 duties of the custodial/maintenance supervisor's position in his absence for more than  
344 one working day, the assigned custodian shall be paid at their regular salary plus \$1.25  
345 per hour. In the event an employee is temporarily assigned by the District to perform  
346 services of a classification with a lower rate of pay, the employee shall be paid at the  
347 employee's normal rate of pay while performing said services. In the event that an  
348 employee requests reassignment to the job classification at a lower rate of pay, then the  
349 employee shall be paid at the rate of pay applicable for the classification requested.  
350 Should changes to a position be substantial enough to reclassify the position, the  
351 position shall be bargained by an Association representative. Job descriptions for such  
352 positions will be provided to the Association.  
353

354 1.13 Work Assignments will be the responsibility of the District through the appropriate  
355 supervisor. All employees in the bargaining unit will be notified of assignments for the  
356 coming year by July 15. Reasonable Assurance Letters will be used to notify employees  
357 of assignments for the next school year.

358

359 1.14 If a regular employee works extra hours beyond their normal shift in either a temporary  
360 or substitute position, after 30 days (retroactive to the first day) they are entitled to  
361 additional benefits specifically defined as: Sick leave credit hours, personal leave credit  
362 hours, holiday pay and vacation hours where applicable. Retirement credit is determined  
363 by state rules. The rate of pay for the extra hours for such temporary work will be  
364 governed by provisions elsewhere in this collective bargaining agreement.

365

366 Additionally, the employee will be compensated for jury duty and bereavement leave  
367 provided that, if the temporary or substitute position ends during this leave, the  
368 employee's compensation reverts back to the original status.

369

## 370 **SECTION 2 – DUE PROCESS**

371

372 2.1 No employee shall be disciplined (including warnings, reprimands, suspensions,  
373 reductions in rank, discharge, non-renewal, termination or other actions that would  
374 adversely affect the employee) without just and sufficient cause. The specific grounds  
375 forming the basis for disciplinary action will be made available to the employee in writing  
376 within ten (10) days.

377

378 2.2 An employee shall be entitled to have present a representative of the Association during  
379 any disciplinary action. When a request for such representation is made, no action shall  
380 be taken with respect to the employee until such representation of the Association is  
381 present. If the employee requests Association representation, then the District may be  
382 represented by additional persons of its choosing.

383

384 2.3 The District agrees to follow a policy of progressive discipline which minimally includes  
385 verbal warning, reprimand, and suspension without pay, with non-renewal or discharge  
386 as a final and last resort. Any disciplinary action taken against an employee shall be  
387 appropriate to the behavior which precipitates said action. Thus any behavior contrary to  
388 law or deemed harmful to health or safety of others by the District Superintendent may  
389 result in suspension without pay as the initial disciplinary action. An employee may be  
390 put on administrative leave with pay and without prejudice pending the outcome of an  
391 investigation.

392

393 2.4 Any written complaint made against an employee by any parent, student, teacher or  
394 other person will be promptly called to the attention of the employee. Any written  
395 complaint not called to the attention of the employee within ten (10) working days after  
396 the District's knowledge of the complaint may not be used as the basis for any  
397 disciplinary action against the employee.

398  
399 2.5 Non-probationary employees who are not offered an opportunity to work in a second  
400 academic year, after having been notified by the District that they would have  
401 employment, may be eligible for retroactive unemployment benefits. In order to be  
402 eligible for retroactive benefits, an employee must file a timely claim for benefits for each  
403 week for which retroactive benefits would be sought.

404  
405 2.6 Employees who are terminated shall be given all accrued benefits to the date of  
406 termination.

### 408 **SECTION 3 – LAYOFF AND RECALL**

409  
410 3.1 Layoff shall be defined as a necessary reduction in the work force beyond the normal  
411 attrition due to a shortage of funds.

412  
413 3.2 No employee shall be laid off pursuant to a necessary reduction in the work force unless  
414 said employee has been given ten (10) workdays' notice.

415  
416 3.3 In the event of a necessary reduction in work force, the District shall first lay off newly  
417 hired probationary employees, then the least senior employees. In no case shall a new  
418 employee be employed by the District while there are laid off employees who are  
419 qualified for a vacant or newly created position.

420  
421 3.4 Employees whose positions have been eliminated due to reduction in work force or who  
422 have been affected by a layoff shall have the right to assume a position for which they  
423 are qualified.

424  
425 3.5 In the event of a reduction in the work hours in a department, an employee may claim  
426 seniority over another employee for the purpose of maintaining their normal work  
427 schedule, provided they have greater departmental seniority than the employee they

428 seeks to replace. In no case shall a reduction of any employee's work hours take effect  
429 until the District gives ten (10) workdays written notice to the affected employee(s).  
430

431 3.6 A laid-off employee shall, upon application, and at their option, be granted priority status  
432 on the substitute list according to their seniority. Laid off employees may continue their  
433 health, dental insurance benefits by paying the regular monthly per subscriber group rate  
434 premium and be allowed to continue such coverage for the period specified by COBRA  
435 regulations.  
436

437 3.7 Laid-off employees shall be recalled in reverse order of layoff to any position for which  
438 they are qualified. Any employee who has served more than ninety (90) workdays in a  
439 classification within the past two (2) years shall be deemed qualified for any position in  
440 that classification.  
441

442 3.8 Notices of recall shall be sent by certified or registered mail to the last known address as  
443 shown on the District's records. The recall notice shall state the time and date on which  
444 the employee is to report back to work. It shall be the employee's responsibility to keep  
445 the District notified as to their current mailing address. A recalled employee shall be  
446 given at least five (5) calendar days from receipt of notice, excluding Saturdays and  
447 Sundays, to report to work. The District may fill the position on a temporary basis until  
448 the recalled employee can report for work providing the employee reports within (5) day  
449 period. Employees recalled to work for which they are qualified are obligated to take said  
450 work. An employee who declines recall to perform work for which they are qualified shall  
451 forfeit their seniority rights and recall for employment rights.  
452

453 3.9 Employees on layoff shall retain their seniority for purposes of recall for a period of two  
454 (2) years.  
455

456 3.10 Employees who are assigned outside their current job classification as result of layoff  
457 shall be provided retraining and orientation to the new assignment without cost to the  
458 employee. The extent of such training will be determined by the District.  
459

460 3.11 Should a vacancy occur within the employee's former job classification, the employee  
461 shall have first right to return to said job previous to other employees being recalled from

layoff, transferred or a new employee hired, provided the vacancy occurs within one (1) year of the original change of jobs.

- 3.12 Unused accumulated sick leave shall be restored to the employee upon their return to active employment. The employee shall be placed on the proper wage rate for the employee's current classification and experience.

#### **SECTION 4 – EMPLOYEE RIGHTS**

- 4.1 The District hereby agrees that employees shall have the rights to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the state of Washington, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the act of other laws of Washington or the Constitutions of Washington and the United States, that it will not discriminate against any employee with respect to hours, wages, or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective negotiations with the District, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- 4.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights they may have under applicable laws and regulations. These rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- 4.3 The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the District. However, the District expects responsible behavior when employees are active in the community and expects that employees shall refrain from discriminatory actions or behaviors that may negatively impact protected classes as a part of their position.

Religious and political activities of employees will be confined to personal and private time outside of assigned work hours.

4.4 The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, families with children, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person.

## **SECTION 5 – PERSONNEL FILES**

5.1 Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy at District expense of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. Anyone at the employee's request may be present in this review.

5.2 Any derogatory material not shown to an employee in a timely manner after receipt or composition 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 an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach their own comments. Upon the request of the employee, the Superintendent will review any negative piece of information (excluding evaluations) contained in the personnel file over two (2) years old. If the Superintendent agrees that the negative information is no longer relevant or reflective of the employee's current work performance, they will remove the information from the file and give it to the employee.

## **SECTION 6 – EMPLOYEE PROTECTION**

6.1 The District agrees to maintain liability insurance or self-insurance that provides coverage for employees that indemnifies and defends them from financial loss, including reasonable attorney fees, arising out of claims, demands, suits, or judgments to the extend specified and for the conduct covered in said liability policies or self-insurance agreements as not existing or hereafter amended. Upon request of an employee, the District further agrees to indemnify and hold harmless employees for actions, claims or

proceedings instituted against them arising out of the performance or failure of performance of duties for, or employment with the District, and to provide an attorney of the District's choosing to defend the employee against such claims, unless the District determines that the employee was not acting in good faith or within the scope of his or her employment with or duties for the District.

6.2 The District shall reimburse employees for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of their employment. District liability under this section shall be limited to the amount specified by the Southwest Washington Workers' Compensation Trust.

6.3 The District shall provide employees with insurance protection covering them while they are engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance must include protection for employees from loss or damage to their personal property incurred while engaged in any supervisory capacity as designated by the District.

The District or its insurer(s) will reimburse the employee for the full cost of replacement of loss or damage to personal property caused while such employee is engaged in: (1) the maintenance of order and discipline; (2) the protection of school personnel, school property, or students; or (3) the supervision of students or school equipment.

"Personal property" is defined as eyeglasses, contact lenses, hearing aids, dentures, watches, or articles of clothing. Loss or theft of cash is NOT covered.

The District will provide specialized protective clothing to employees as required by the job and approved by the supervisor. Grounds staff will be reimbursed up to \$200 annually for appropriate work boots and/or coat. Custodial/Grounds/Maintenance staff shall be provided a set of five (5) T-shirts identifying them as Hockinson School District Staff annually.

6.4 District liability, if any, for onsite damage to employee automobiles will be determined on a case by case basis. Claims that meet the requirements of this section will be paid within one accounting cycle of receipt and validation of the claim.



567  
568 **SECTION 7 – VOLUNTARY TRANSFERS**  
569

570 7.1 Notification of Vacancies:

571 A. Date: The District shall deliver to the Association President a list of the known  
572 vacancies.

573  
574 B. Filing Requests: Employees who desire to transfer to another building or job  
575 may file a written statement of such desire with the Superintendent or their  
576 designee. Such statement shall include the job, school or schools to which they  
577 desire to be transferred, in order of preference. Such requests for transfers for  
578 the following year shall be submitted no later than June 1 unless the opening for  
579 which the transfer is desired occurs after June 1. Building in this instance refers  
580 to school campus, not the individual buildings on that campus.

581  
582 C. If the omnibus appropriations act has not been passed by the Legislature for the  
583 biennium by the end of the regular session in the odd years, the notification shall  
584 be given, in writing, no later than five (5) days following the end of the final  
585 session of the Legislature.

586  
587 D. Notification: As soon as practicable, and no later than October 1, the  
588 Superintendent or their designee shall deliver to the Association a system wide  
589 schedule showing the names of all employees who have been transferred and  
590 the nature of such transfer.

591  
592 7.2 Transfer Criteria: In the determination of requests for voluntary transfer, for a posted,  
593 open position, the wishes of the individual employee shall be honored to the extent that  
594 the employee meets the minimum qualifications for the job as specified in the position  
595 posting and is the most qualified of the persons requesting the position. No such  
596 requests shall be denied arbitrarily, capriciously, or without basis in fact and shall be  
597 done in writing. If an employee's request for transfer has been denied, a renewed or  
598 subsequent request made in the following school year shall be granted under the  
599 conditions described above, unless there is no available position to which the employee  
600 can be transferred. The employee with the most seniority shall receive the transfer,  
601 assuming that all have equal qualifications.

7.3 Transfers to open positions shall not be permitted during the probationary period, unless approved by the current evaluator.

## **SECTION 8 – INVOLUNTARY TRANSFERS**

### **8.1 Use of Voluntary Requests:**

No vacancy shall be filled by means of involuntary transfer if there is a qualified volunteer available to fill the said position.

#### **Notice:**

If notice of an involuntary transfer is necessary, then an employee's area of competence, length of service in the District, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred.

#### **Meeting and Appeal:**

An involuntary transfer shall be made only after a meeting between the employee involved and the immediate supervisor, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer at this meeting, upon the request of the employee, the Superintendent shall meet with him/her. The employee may, at their option, have an Association representative present at such meeting. The District may, at its option, have more than one person present at such meeting.

#### **Involuntary Transfer Priorities:**

A list of open positions in the School District shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred. All such employees shall be given adequate time off for the purpose of visiting schools at which open positions exist. Employees being involuntarily transferred from their present position shall have preference over those seeking voluntary transfer in regard to choice among those positions which are vacant. An employee being involuntary transferred shall be placed in an equivalent position when there is an opening in such position. Where there are no position openings in an equivalent position, the employee will be placed in another

position as close to equivalency as possible. Equivalent position means one which does not involve reduction in rank or in total compensation.

## **SECTION 9 – PROMOTIONS**

9.1 Promotional positions are those positions paying a higher salary differential and/or positions on the administrator/supervisory levels of responsibility.

9.2 The District may post internally and externally at the same time for positions. Posting of open positions shall be accomplished by placing the job announced on the District website and by an e-mail which will be sent to all bargaining unit members. Interested internal candidates need, at a minimum, to submit a letter of interest to HR within the first five (5) days of posting. External applicants will only be considered after the internal applicants.

9.3 Promotions to open positions shall not be permitted during the probationary period, unless approved by the current evaluator. If approved, they will be considered with external applicants.

## **SECTION 10 – MISCELLANEOUS WORKING CONDITIONS**

10.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

10.2 In the absence of a building supervisor (principal), or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.

10.3 The District shall provide adequate rest areas, lounges and restrooms for employee-use.

10.4 The District shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The District or its designated representative shall take reasonable steps to relieve the employees of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.

- 672 10.5 An employee may use such physical force with a student as is necessary to protect  
673 him/herself, a fellow employee, a teacher, an administrator or another student from  
674 attack, physical abuse or injury, or to prevent damage to District property. All staff  
675 required to work with or supervise students with special needs will be notified prior to  
676 supervision, when possible. A communication device will be provided to the 18-21  
677 Transition Program Paraeducator(s) while off campus with students.  
678
- 679 10.6 The District will provide a minimum of six thousand dollars (\$6,000) annually for  
680 employee-requested training or coursework. Each employee will be able to request up to  
681 five hundred dollars (\$500) per year on a first-come/first-serve basis. In August of each  
682 year, employees may draw on remaining money in the pool for previously approved  
683 activities that exceed the \$500 allocation. Three employees, per school year, may  
684 request up to \$1,000 from the annual allocation to attend WASWUG. Funds will be  
685 granted to one employee per school first. In the event a school does not have a  
686 participant, funds can be allocated to other schools. Up to three thousand dollars  
687 (\$3,000) of unused funds may be rolled to the next year for a maximum of nine thousand  
688 dollars (\$9,000) year over year.  
689
- 690 The money may be used to reimburse training and course work fees, tuition, and  
691 required class materials. Training requires prior administrative approval and shall  
692 enhance the employee's job qualifications for their position.  
693
- 694 10.7 Employees attending training courses or seminars requested by the employee and  
695 approved by the District will suffer no loss of regular salary if the course requires them to  
696 attend during their regular employment time. Expenses incurred for training, course work  
697 fees, and tuition will be paid by the District after the District receives proof of completion  
698 of the class as well as proof of payment such as a receipt, credit card statement or bank  
699 statement.  
700
- 701 10.8 Employees attending training courses required by State regulation or District policy as a  
702 condition of employment will be paid by the District at the employee's regular hourly rate  
703 of pay for all time in attendance, plus any fee or tuition.  
704
- 705 10.9 When training is deemed necessary by the District, new employees hired into the district  
706 or existing employees who transfer to a new position, the District may grant up to 8

hours of job specific training during their contracted time. An employee may request an additional eight (8) hours for a maximum of sixteen (16) hours of training. The District will determine if it is appropriate to grant additional training. When the District asks an employee to provide training to a fellow colleague a substitute will be provided if one is available.

10.10 No employee shall be required to dispense or administer medication unless qualified and legally authorized to do so.

10.11 An employee shall be responsible to only one (1) supervisor, said supervisor to be designated by the District at the beginning of each school year.

10.12 The District recognizes that there are times when classified input is essential in making building/site decisions. The District agrees to pay staff their hourly rate to attend staff/district meetings that require their input as stakeholders/employees with principal approval.

## SECTION 11 – HOURS OF WORKING AND OVERTIME

11.1 The normal work year for school-term employees will be 180 school days and shall be awarded additional days for training, opening school, and closing school as follows: The following employees shall work one hundred eighty (180) days as per student school calendar and the remaining work days as determined by the supervisor.

Position	High School	Middle School	Elementary School
Lead Secretary	210	205	205
Assistant Secretary	185	193	190
Registrar	195	0	0
Athletic Secretary	200	0	0
Attendance Clerk	185	185	185
Bookkeeper	195	187	0
Media Tech	185	185	185
Security/Student Specialist	185	185	185
Paraeducator	185	185	185
General Duty Aide	183	183	183

731

732 The normal work year for all other employees shall be twelve (12) months, September 1  
733 through August 31 for a maximum of 260 days.

734

735 A full time workday is considered to be eight (8) hours.

736

737 11.2 The normal work week is considered Monday through Friday.

738

739 11.3 Each employee shall be assigned to a definite shift with designated times of beginning  
740 and ending which shall not be changed. Work schedules showing the employee's shifts,  
741 work days and hours shall be given to each employee.

742

743 11.4 Each shift of more than five (5) hours per day shall include a thirty (30) minutes  
744 uninterrupted lunch period (which is not part of the compensated work day) as near the  
745 middle of the shift as practicable, and also include a fifteen (15) minute first half and  
746 fifteen (15) minute second half rest period. Both such rest periods shall occur as near  
747 the middle of each half shift as is practicable.

748

749 11.5 A two (2) hour minimum recall time at the appropriate rate of pay, as determined by the  
750 day of recall shall be paid when an authorized supervisor calls an employee back to  
751 work.

752

753 11.6 All hours worked by an employee in excess of forty (40) hours in a given work week (7  
754 consecutive days, Sunday thru Saturday) shall be compensated at one and one half (1.5  
755 times the employee's hourly rate. For purposes of overtime pay calculation, holidays will  
756 be considered with worked hours. Additional hours and overtime pay must be pre-  
757 approved by the supervisor or designee such as the building principal except in  
758 emergency situations when the employee must report excess hours to his/her supervisor  
759 immediately the next working day. The District and the Association recognize that  
760 unforeseen or emergency situations may occur in which prior approval may not be  
761 attained (i.e. building security system alerts of facility malfunction which may create an  
762 unsafe environment for staff and students).

763

764 11.7 The opportunity to substitute for long-term leave-of-absence positions in the building  
765 shall first be offered to qualified current building employees in seniority order. The

employee that serves in this position will retain all seniority rights and will return to their previous position when the temporary position expires.

11.8 The Employer shall provide substitutes as required by the absence of regular employees. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular employees or when an unfilled temporary vacancy exists. In order to ensure the efficient operation and continuity within a building or department, promotion will be executed when a 24-hour notice is given to a member of the bargaining unit for that building or department to that position. The promotion will only apply to three (3) individual levels per occurrence. Promoted employees will be paid pursuant to Article 3, Section 1.12.

11.9 Employees shall suffer no loss in wages, benefits, or contractual or statutory advantages and will not be required to make up lost days due to building and or school closure by the Superintendent. School or building closure is defined as the Superintendent declaring that a hazardous condition or conditions exist which threatens the safety of employees, not simply the suspension of classes as a result of transportation concerns for pupils. This section applies only to 12-month personnel since workdays for all other personnel are determined by the official school calendar as established by the Board.

11.10 Any additional hours of extra work required by the District be offered to employees in the respective classifications by seniority in each building providing their work schedule which can accommodate the additional hours. When funding for short-term hours ceases to exist, the employee(s) who received the hours will suffer the reduction.

If the work requires specialized skills, then the senior employee possessing the specialized skills will be offered the work rather than the most senior employee unless they possess the skills.

If the additional hours will require the employee to work more than 40 hours during the work week, the work will be offered to another employee except in unusual circumstances.

The District recognizes the impact of outside community programs on office staff, maintenance and custodians. Additional hours may be budgeted and used to assist with

high impact extra-curricular activities, including but not limited to: Football, graduation, basketball and Hockinson Fun Days. These arrangements must be approved prior to the event by the building principal and the Superintendent.

## **SECTION 12 – HOLIDAYS AND VACATIONS**

12.1 All employees shall receive the following paid holidays which fall within their work year:

- A. New Year's Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Juneteenth
- F. Independence Day
- G. Labor Day
- H. Veteran's Day
- I. Thanksgiving Day
- J. Day after Thanksgiving
- K. Day before Christmas
- L. Christmas Day
- M. Day before New Year's Day

Floating holidays will be granted to 12 month employees who work the full contract year in years where the contract year exceeds 260 work days. These are unpaid days and must be taken as full days within the contract year.

12.2 Unpaid Religious Holiday:

Classified employees may request two (2) unpaid religious holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization outside of state recognized legal holidays.

12.3 Unworked Holidays:

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has worked either his last shift preceding the holiday or their first scheduled



836 shift succeeding the holiday, and is not on unpaid leave of absence, shall be eligible for  
837 pay for such unworked holiday. An exception to this requirement will occur if the  
838 employee is ill and is unable to work on either of such shifts.

839

840 12.4 Worked Holidays:

841 Employees who are required to work on the above-described holidays shall receive  
842 twice their base rate for all hours worked on such holidays in addition to their holiday  
843 pay. Employees must receive prior approval from their supervisor before working on  
844 holidays.

845

846 12.5 Holidays During Vacation:

847 Should a holiday occur while an employee is on vacation, the employee shall be allowed  
848 to take one (1) extra day of vacation with pay in lieu of the holiday as such.

849

850 12.6 Vacations:

851 Twelve (12) month employees shall receive paid vacation time. Said vacation time may  
852 be used by eligible employees at times of the employee's choosing subject only to the  
853 condition where more than one employee requests the same vacation date(s) and work  
854 scheduling demands reasonably prohibit all requesting employees from being absent at  
855 the requested times. In such instances, the affected employee having the greatest  
856 seniority shall be granted their preferred vacation date(s).

857

858 12.7 Vacation time is earned and may be accumulated from year-to-year up to a maximum of  
859 forty (40) workdays. Upon termination, an employee shall be paid for all unused earned  
860 vacation time based upon their then current rate of pay. Vacation time shall be computed  
861 at the beginning of every contract year in September, with the exception of the  
862 employee's first year, when it will be prorated per their employment date identified in the  
863 following schedule:

864	First year	5 days
865	2 <sup>nd</sup> - 5 <sup>th</sup> years	10 days
866	6 <sup>th</sup> - 10 <sup>th</sup> years	15 days
867	11 <sup>th</sup> year or more	20 days

868

Vacation leave shall be requested in writing two (2) weeks in advance to ensure adequate coverage. The maximum that can be cashed out at separation is forty (40) days.

## **SECTION 13 – SALARIES AND SALARY PAYMENT**

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

13.2 For the 2022-2023 work year the salary schedule will reflect positions reassigned to new lanes and increases applied to all lanes ranging from 5.5% (Lanes 1-2 and 4-9) and 8% (lane 3), all increases are inclusive of IPD. For the 2023-2024 work year, all steps of the 2022-2023 salary schedule shall be increased by IPD plus 1%. See Appendix A.

After the 2022-2023 work year, increases shall be, at a minimum, that percentage increase appropriated by the legislature for classified salaries on a yearly basis.

13.3 Each September, an employee shall be placed on the next higher step on the salary schedule when employed during the preceding school year for at least half the annual number of hours of the position.

13.4 Classified employees will have electronic payroll deposits and access their payment information electronically through Skyward Employee Access. Electronic payroll deposits shall be issued on the last banking day of the month.

13.5 All compensation owed to an employee who is leaving the District shall upon request be paid on the payroll date in the month of termination if termination occurs prior to the 10th day of the month. If termination occurs after the 10<sup>th</sup>, then compensation owed will be paid on the payroll date for the following month.

13.6 All classified personnel will be paid in twelve (12) equal installments. Total yearly salary based on hourly rate times number of hours worked per year will be computed. This total will be divided by twelve (12) to arrive at the monthly salary to be paid. Adjustments to salary for additional hours, overtime worked, or uncompensated leave taken will be

made monthly. Adjustments to total annual salary to assure correct amount paid will be made in August of each year.

13.7 For the purposes of salary placement, the District shall consider all years of verified experience in a like position at a pre-school, elementary or secondary public education programs, elementary or secondary education programs conducted by an educational service district, office of the superintendent of public instruction, the United States department of education, or similar agency in another jurisdiction.

#### **SECTION 14 – TRANSPORTATION REIMBURSEMENT**

14.1 When acting in accordance with assigned duties or when required to travel from one building site to another in their own private vehicle during working hours, an employee shall be reimbursed for such travel as the most current mileage rate allowed by IRS regulations for business travel.

#### **SECTION 15 – INSURANCE AND FRINGE BENEFITS**

15.1 The parties recognize that effective January 1, 2020 the State of Washington will provide employee health benefits insurance coverage through the School Employees Benefits Board (SEBB) as administered by the Washington Health Care Authority.

##### **School Employees Benefit Board (SEBB) Program Coverage and Benefits**

Effective January 1, 2020, the District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition Agreement for all employees who meet the HCA's eligibility requirements as outlined below.

For purposes of benefits provided under the SEBB, school year shall mean September 1 through August 31. Payroll deductions for eligible employee premiums to be paid to the Health Care Authority (HCA) shall be made in the month in which the benefit is received

The District will provide employees with those benefits offered through SEBB, including:

a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)

- b. Basic Long-Term Disability insurance
- c. Vision insurance
- d. Dental insurance
- e. Medical Plan insurance

Eligible employees may also:

- a) Participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB. (FSA and DCAP require mandatory annual enrollment.)
- b) Enroll in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance; provided that they enroll within the required timeframes as provided in WAC 182-30-100.
- c) Utilize the payroll deduction for any supplemental insurance that they enroll in through SEBB, (e.g., AD&D, Long-Term Disability), as well as any voluntary benefits bargainable by law outside of SEBB.

### **Eligibility**

In accordance with WAC 182-31-030, the District will:

- a. Upon employment, inform employees in writing whether they are or are not eligible for SEBB benefits and of their right to appeal eligibility and enrollment decisions.
- b. Routinely monitor all employees' work hours to establish eligibility and maintain the employer contribution toward SEBB benefits coverage.
- c. Identify when a previously ineligible school employee becomes eligible or a previously eligible school employee loses eligibility.
- d. Inform an employee in writing whether they are eligible for SEBB and the employer contribution whenever there is a change in work patterns such that the school employee's eligibility status changes. In the event of such a change, the District will inform the employee of the right to appeal eligibility and enrollment decisions.

In accordance with WAC 182-31-040:

- a. All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they are anticipated to work the minimum number of hours per school year required for SEBB eligibility.

- b. Employees who have worked at least the minimum number of hours per school year required for SEBB eligibility in each of the previous two school years and return to the same type of position or combination of positions with the same SEBB organization are presumed eligible for the employer contribution at the start of the school year.
- c. Should an employee who previously was not expected to be eligible for benefits under SEBB work the minimum number of hours per school year required for SEBB eligibility in one year, the employee will become eligible for benefits on the date they actually worked the minimum number of hours per school year required for SEBB eligibility in the school year.
- d. Employees hired on a date that prevents the minimum number of hours per school year required for SEBB eligibility because not enough days remain in the year will be provided with benefits coverage in accordance with WAC 182-31-040 (2)(d).
- e. Once eligibility for the employer contribution is established, it shall be maintained unless or until terminated in accordance WAC 182-31-050.

All compensated hours (e.g., regular, supplemental, overtime, coaching) in District positions shall count for purposes of establishing eligibility in accordance with WAC 182-31-040.

#### **Benefit Enrollment and Continuity of Coverage**

In accordance with WAC 182-31-040, in the month of September (beginning 2020), benefit coverage for eligible employees begins their first day of work, provided the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

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

#### **Leaves of Absence**

Paid leave hours shall count towards eligibility for benefits, excluding any holiday hours. Employees on an approved unpaid leave will retain their employee/employer relationship.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Act (PFMLA) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.35.020.

### **Benefit Termination**

An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits through their final month of employment per WAC 182-31-050.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation, the separation will be effective August 31. In cases when an employee provides notice of an alternate date of resignation, the District will provide the employee notification of the impact on benefit eligibility and coverage.

Self-Pay Continuation Coverage Options: The District will implement the SEBB Continuation Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07) and communicate these options to employees.

This section of the agreement is subject to yearly revision based on then current Washington State laws.

### **Washington State Paid Family Medical Leave**

Qualifying events eligible for PFML benefit are determined through WA State Employment Security Department.

The District will pay the employer portion of the PFML premium and the employee portion of the PFML premium to a maximum of 0.2533% of each employee's gross wages, not to exceed state maximum.

## **SECTION 16 – LEAVES**

16.1 At the beginning of each work year, each employee shall be credited with advanced sick leave allowance of one (1) day per month for each month to be worked during the year. All nine (9) month employees will receive nine (9) sick days, all ten (10) month employees shall receive ten (10) sick days and all twelve (12) month employees shall receive twelve (12) days of sick leave front loaded at the beginning of the school year. A day is defined as the number of contracted hours in an employee's work day.

Individual sick leave allocations will be reviewed annually. Any employee who enters into unpaid sick leave unrelated to a potential FMLA/Shared Leave claim substantiated by a doctor may be changed to a monthly allocation schedule in the following year.

Employees may use frontloaded sick leave with the agreement that any leave used and paid will be adjusted back to the district should an employee leave employment for any reason i.e. terminations, resignations, retirement before the leave is actually earned and the cause is unrelated to a potential FMLA/Shared Leave claim substantiated by a doctor.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may either cash in up to twelve (12) days per year on January 1<sup>st</sup> of each school year as stipulated in state regulations or cash in the entire accumulation at retirement at the rate of one (1) day's pay per four (4) days of accumulated leave.

Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner: For absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation coverage, a prorated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary.

In the event of a birth of a child of the employee's spouse, sick leave will be allowed.

An employee who is unable to perform their duties because of personal illness, maternity or other disability, may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. An employee who has been granted leave may return to service during the period of the leave after giving written notice to the Superintendent and with written permission of their personal physician.

## 16.2 Emergency and Family Illness Leave:

Employees shall upon request be granted a leave of absence with pay when such absence is occasioned by an emergency or illness in the immediate family. Emergency shall be defined as:

A. A problem that has been suddenly precipitated and of such nature that pre-planning is not possible or could not relieve the necessity for the staff member's absence.

B. The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature.

C. Weather conditions for local travel to and from work shall be considered a valid reason for an emergency leave.

D. Emergency leave will be granted for reasons connected with other leaves.

Immediate family for illness leave purposes shall be defined as: Children, spouse, parents, father-in-law, mother-in-law, grandparents, brothers, sisters, or anyone who lives with or is part of the family nucleus.

Such leave shall be deducted from accumulated sick leave. Application for the leave shall be entered into the Frontline Education (AKA AESOP) system.

Employees may be eligible for District paid medical premiums, in some circumstances, in accordance with state and federal law and district policy if they are on leave without pay.

#### 16.3 Parental Leave:

An employee requesting parental leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for parental leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when employee will return to work.

In the event sick leave has been exhausted, then the employee shall be granted a leave of absence as stated under the Sick Leave Provision.



An employee shall be allowed up to one (1) year of unpaid leave for the purpose of childcare. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

The District shall grant leave and benefits in accordance with the Family Leave Acts (Federal and Washington State), and the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). During such leave, the employee may pay the District their share of any insurance benefits program in order to maintain those benefits.

16.4 Adoption Leave:

Three (3) non-cumulative days of leave with full pay shall be allowed either parent or both in order to complete the adoption process. This leave may be used for court and legal procedures, home study, evaluation and required home visitations by the adoption agency that cannot be scheduled outside of the regular workday.

16.5 Bereavement Leave:

Three (3) days of leave with pay shall be granted for death in the immediate family. In cases where emergency factors or long distances are involved, the employee may request up to an additional two (2) days of leave. Requests will be processed through the building principal or Superintendent.

Such leave is non-cumulative. Family is defined as children, foster children, spouse, domestic partner, parents, father-in-law, mother-in-law, grandparents, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, step-father, step-mother, aunt, uncle, nephew and niece.

16.6 Jury Duty and Subpoena Leave:

Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. The employee shall submit to the District written proof of service when jury duty is completed. Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. Any stipend, transportation, meal or lodging expense reimbursement shall be retained by the employee.

1148 16.7 Military Leave:  
1149 Employees shall be granted military leaves of absence when required by law. While on  
1150 leave, the employee shall retain all benefits as though employment has been continuous  
1151 in the District. Upon return from leave, the employee shall be placed in the position last  
1152 held or a similar position in the District.  
1153  
1154 16.8 Personal Leave  
1155 Every employee shall have three (3) personal leave days with pay per year to be used  
1156 for personal, business, household, or family matters which require absence during  
1157 school hours. A written notification to the building principal shall be made at least one (1)  
1158 full day before taking such leave, and the applicant for such leave shall not be required  
1159 to state the reason for taking such leave, other than they are taking it under this section.  
1160 Personal leave is cumulative up to five (5) days. Personal leave may not be taken  
1161 immediately previous to or immediately after scheduled school breaks or in the first ten  
1162 (10) or last ten (10) days of the school year. Unused earned personal leave may be  
1163 cashed out at the end of each school year at the employee's per-diem rate per employee  
1164 request. Request must be provided to the Personnel Office no later than June 30<sup>th</sup> of  
1165 each year. The District will notify all employees by email of personal leave cash out  
1166 request deadline by June 1<sup>st</sup> of each year. Used unearned personal leave will be  
1167 prorated and deducted from an employee's final check due to  
1168 termination/resignation/retirement.  
1169  
1170 16.9 Leaves of absence up to one (1) year without pay may be granted employees for the  
1171 purpose of study, travel, recuperation, childbearing, adoption, working in a professionally  
1172 related field, and Association or Association related business.  
1173  
1174 Upon return from leave, the employee shall be placed in the position last held or a  
1175 similar position in the District.  
1176  
1177 Upon request by the employee, such leave may be renewed for up to one (1) additional  
1178 year.  
1179  
1180 16.10 Any new person employed to replace an employee on any leave stated in this entire  
1181 Section 16 will be considered a temporary employee and as such does not acquire  
1182 seniority and/or employment termination rights during the period of leave.

1183  
1184 16.11 Leave Sharing:  
1185

1186 A. A District employee is eligible to receive donated leave if:

- 1187 1. The staff member suffers from, or has a relative or household member  
1188 suffering from, an extraordinary or severe illness, injury, impairment or  
1189 physical or mental condition which has caused, or is likely to cause the  
1190 staff member to:
- 1191 a. Go on leave-without pay status; or
  - 1192 b. Terminate their employment.
- 1193
- 1194 2. The staff member's absence and the use of shared leave are justified;  
1195
- 1196 3. The staff member has depleted, or will shortly deplete, their annual leave  
1197 and sick leave reserves;  
1198
- 1199 4. The staff member has abided by District rules regarding sick leave use  
1200 and;  
1201
- 1202 5. The staff member has diligently pursued and been found to be ineligible  
1203 to receive industrial insurance benefits.  
1204

1205 The amount of leave an individual receives is determined by the number of days  
1206 contributed and subject to the restrictions following state rules and regulation  
1207 regarding leave sharing. However, a staff member shall not receive more than  
1208 ninety (90) days per school year. In the event that the condition requiring the  
1209 employee's absence continue beyond the current school year, the employee  
1210 shall not receive a total of more than four hundred eighty (480) days of leave  
1211 during their employment with the District.  
1212

1213 B. District employees may donate leave as follows:

- 1214 1. A staff member who has an accrued annual leave balance of more than  
1215 ten (10) days may request that the Superintendent transfer a specified  
1216 number of days to another staff member authorized to receive shared

1217 leave. A staff member may not request leave to be transferred that would  
1218 result in an accrued leave balance of fewer than then (10) days.

- 1219
- 1220 2. A staff member who accrues annual leave and sick leave may request  
1221 that the Superintendent transfer sick leave to a staff member authorized  
1222 to received shared leave. A donating staff member must retain a  
1223 minimum of one hundred seventy-six (176) hours of sick leave after  
1224 transfer.

- 1225
- 1226 3. A staff member who does not accrue annual leave but who has an  
1227 accrued sick leave balance of more than twenty-two (22) days may  
1228 request that the Superintendent transfer a specified amount of sick leave  
1229 to another staff member authorized to receive such leave. A staff member  
1230 may not request a transfer that would result in accrued sick leave balance  
1231 of fewer than twenty-two (22) days.

- 1232
- 1233 4. A staff member who receives personal holiday leave may request that the  
1234 Superintendent transfer a specified amount of personal holiday leave to  
1235 another staff member authorized to receive shared leave. A staff member  
1236 may request to transfer no more than eight (8) hours of personal holiday  
1237 leave during any calendar year.

- 1238
- 1239 5. The number of leave days transferred shall not exceed the amount  
1240 authorized by the donating staff member.

- 1241
- 1242 6. Any leave donated by a staff member which remains unused shall be  
1243 returned to the donor. To the extent administratively feasible, leave  
1244 transferred by more than one staff member shall be returned on a prorate  
1245 basis.

1246

1247 Requests for leave must be in writing and accompanied by a statement from an  
1248 attending physician if applicable.

1249

1250 **SECTION 17 – EMPLOYEE FACILITIES**

1252 17.1 The District shall provide furnished lounges, dining areas which may incorporate  
1253 lounges, restrooms, appropriate office or classroom furniture, and parking space for  
1254 employees.

1255

1256 Employees will be issued keys/fobs consistent with security needs.

1257

## 1258 **SECTION 18 – EMPLOYEE EVALUATION**

1259

1260 18.1 All monitoring or observation of the work performance of an employee shall be  
1261 conducted openly and with full knowledge of the employee. The use of eavesdropping,  
1262 public address, camera, audio systems, and similar surveillance devices shall be strictly  
1263 prohibited. An employee shall be given a copy of any visit or evaluation report prepared  
1264 by their evaluators at least one (1) day before any conference to discuss it.

1265

1266 18.2 There will be a post-observation conference within five (5) working days following any  
1267 observation where improvement is recommended by the supervisor.

1268

1269 18.3 All recommendations are to be specific and in writing.

1270

1271 18.4 The final written evaluation conference between the employee and their immediate  
1272 supervisor shall be held within five (5) working days of receipt of the final evaluation  
1273 report. The final evaluation report for all employees will be submitted to the employee no  
1274 later than five (5) days before the end of the school year contract. If the bargaining unit  
1275 member disagrees with the evaluation, they may submit a written response which shall  
1276 be attached to the final copy of the evaluation in question. No such report shall be  
1277 submitted to the central office, placed in the employee's file or otherwise acted upon  
1278 without prior conference with the employee. No employee shall be required to sign a  
1279 blank or incomplete evaluation form.

1280

1281 18.5 Evaluation Procedure:

1282 Communication: Prior to any evaluation report, the immediate supervisor of an  
1283 employee shall have had appropriate communication, including but not limited to all  
1284 steps in the paragraph below.

1285

1286 Reports: Evaluation reports shall be presented to each employee by their immediate  
1287 supervisor in accordance with the following procedures:

1288 A. Such reports shall be issued in the name of the immediate supervisor based on a  
1289 compilation of reports and observations by any or all supervisory personnel who  
1290 come into contact with the employee in a supervisory capacity.

1291  
1292 B. Such reports shall be addressed to the employee.

1293  
1294 C. Such reports shall be written in narrative form and shall include, when pertinent:

- 1295 • Strengths of the employee as evidenced during the period since the  
1296 previous report.
- 1297 • Weaknesses of the employee as evidenced during the period since the  
1298 previous report.
- 1299 • Specific suggestions as to measures which the employee might take to  
1300 improve his performance in each of the areas wherein weaknesses have  
1301 been indicated.

1302 In the event an employee is given a negative evaluation that may lead to dismissal, the  
1303 employee shall be given an improvement plan and a minimum of thirty (30) days in  
1304 which to implement that plan to remediate identifiable deficiencies.

1305  
1306 The evaluation report form is included as Appendix B to this agreement.

## 1307 **ARTICLE IV – GRIEVANCE PROCEDURES**

### 1308 1309 **SECTION 1 – DEFINITIONS**

1310  
1311 1.1 A “grievant” shall mean an employee or group of employees or the Association filing a  
1312 grievance.

1313  
1314 1.2 A “grievance” shall mean a claim by a grievant that a dispute or disagreement or  
1315 application of the terms of this Agreement or of an existing Board rule, policy or practice,  
1316 or that an employee has been treated inequitably, or that there exists a condition(s)  
1317 which jeopardizes employee health or safety.

1319 1.3 A "party of interest" is the person or persons making the claim and any person who  
1320 might be required to take action or against whom action might be taken in order to  
1321 resolve the claim.  
1322

1323 1.4 "Days" shall mean employment days, except as otherwise indicated. If the stipulated  
1324 time limits are not met, the grievant shall have the right to appeal the grievance to the  
1325 next level of procedure.  
1326

## 1327 **SECTION 2 – RIGHTS TO REPRESENTATION**

1328

1329 2.1 The Board shall recognize grievance representatives upon their identification by the  
1330 Association. At least one Association representative shall be present for any meetings,  
1331 hearings or appeals or other proceeding relating to a grievance which has been formally  
1332 presented.  
1333

1334 2.2 If, in the judgment of the Association, a grievance affects a group of employees or the  
1335 Association, the Association may initiate and submit such grievance in writing to the  
1336 Superintendent directly and the processing of such grievance shall be commenced at  
1337 Step II. The Association may process such a grievance through all levels of the  
1338 procedure, even though there is no individual aggrieved person who wishes to do so.  
1339 Class grievances involving more than one supervisor and grievances involving the  
1340 administrator above the building level may be filed by the Association at Step II.  
1341

1342 2.3 In matters dealing with alleged violations of Association rights, the grievance shall be  
1343 initiated at Step II.  
1344

1345 2.4 The Association on its own may continue and submit to arbitration any grievances filed  
1346 and later dropped by the grievant, provided that the grievance involves the application or  
1347 interpretation of the contract. In the event this occurs, the Association assumes  
1348 responsibility for all costs associated with the arbitration. The District and the Association  
1349 will bear the cost of the arbitration equally.  
1350

## 1351 **SECTION 3 – INDIVIDUAL RIGHTS**

1352

1353 3.1 Nothing contained herein shall be construed as limiting the right of any employee having  
1354 a complaint to discuss the matter via administrative channels and to have the problem  
1355 adjusted without the intervention of the Association, as long as the Association is in  
1356 attendance at these discussions and is notified in writing as to the disposition of the  
1357 matter and such disposition is not inconsistent with the terms of the Agreement.

1358  
1359 3.2 A grievant may be represented at all stages of the grievance procedure by their self or at  
1360 their option, by an Association representative selected by the Association. If an  
1361 aggrieved party is not represented by the Association, the Association shall have the  
1362 right to be present and to state its views at all stages of the grievance procedure.

1363  
1364 **SECTION 4 – PROCEDURE**  
1365

1366 4.1 Step I. The parties in interest acknowledges that it is usually most desirable for an  
1367 employee and his immediately involved supervisor to resolve problems through free and  
1368 informal communications. Within a reasonable amount of time following knowledge of  
1369 the act or conditions which is the basis of the complaint, the grievant may present the  
1370 grievance in writing to the immediately involved supervisor, who will arrange for a  
1371 meeting to take place within four (4) days after receipt of the grievance. The grievant  
1372 and/or the Association and the supervisor shall be present for the meeting. The  
1373 supervisor shall provide the aggrieved party and the Association with a written answer to  
1374 the grievance within two (2) days after the meeting. Such answer shall include the  
1375 reasons upon which the decision was based.

1376  
1377 4.2 Step II. If the grievant is not satisfied with the disposition of their grievance at Step I, or if  
1378 no decision has been rendered within six (6) days after presentation of the grievance,  
1379 then the grievance may be referred to the Superintendent or their official designee. The  
1380 Superintendent shall arrange for a hearing with the grievant and/or the Association, to  
1381 take place within five (5) days after their receipt of the appeal. The parties in interest  
1382 shall have the right to include in the representation such witnesses and counselors as  
1383 they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the  
1384 hearings, the Superintendent will have four (4) days to provide their written decision,  
1385 together with the reasons for the decision to the Association.



4.3 Step III. Binding Arbitration. If the grievant is not satisfied with the disposition of their grievance at Step II, or if no decision has been rendered within ten (10) days after they have first met with the Superintendent, they may within five (5) days after a decision by the Superintendent, or fifteen (15) days after they have first met with the Superintendent, whichever is sooner, request in writing that the Association submit their grievance to arbitration.

If the Association determines that the grievance involves the interpretation of this Agreement, it may by written notice to the Superintendent, within fifteen (15) days after receipt of the request from the aggrieved person submit the grievance to arbitration. If any question arises as to the arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator or to obtain such a commitment within the ten-day period. A request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step II at meetings.

The Arbitrator selected will confer with the representative of the Superintendent and the Association and hold hearings promptly and will issue their decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The Arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on issues submitted. The Arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association.

The costs for the services of the Arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room, will be borne equally

by the Board and the Association. All other costs will be borne by the party incurring them.

## **SECTION 5 – EXCEPTIONS TO TIME LIMIT**

5.1 When a grievance is submitted on or before June 1, the time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

## **SECTION 6 – NO REPRISALS**

6.1 No reprisals of any kind will be taken by the Board or the school administration against any employee because of their participation in this grievance procedure.

## **SECTION 7 – COOPERATION OF BOARD AND ADMINISTRATION**

7.1 The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance.

## **SECTION 8 – RELEASE TIME**

8.1 Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, they shall be released without loss of pay or benefits with the District and Association sharing substitute costs equally.

## **SECTION 9 – PERSONNEL FILES**

9.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## **SECTION 10 – GRIEVANCE FORMS**

10.1 Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents will be prepared jointly by the

1457 Superintendent and the Association so as to facilitate operation of the grievance  
1458 procedure. The costs of preparing such forms shall be borne by the Board.

1459 **ARTICLE V – DURATION AND REOPENER**

1460

1461 **SECTION 1**

1462

1463 1.1 Duration of the contract shall be for two (2) years.

1464 2022-2024

1465 1.2 The parties agree to reopeners only on issues relating to legislative actions impacting  
1466 members of the bargaining unit.

**ATTESTATION: FOR THE ASSOCIATION**



Angela Landon, President

**FOR THE BOARD**

Patrick Carter, Chair

**NEGOTIATORS:**



Bruce Davis



Alisa Ulman



Doug Furth



Lisa Homola



Mary Hylton



Candy Herrera, WEA Uniserv

**BOARD MEMBER:**

Gordon Smith

Dave Olson

Greg Gospe

Teresa VanNatta



Steve Marshall, Board Secretary

**2022-2023 HOCKINSON ESP SALARY SCHEDULE**

STEP	0201-0	0202-0	0203-0	0204-0	0205-0	0206-0	0207-0	0208-0	0209-0
1	\$19.05	\$19.32	\$20.13	\$21.21	\$22.79	\$23.53	\$24.31	\$25.37	\$27.73
2	\$19.05	\$19.32	\$20.13	\$21.21	\$22.79	\$23.53	\$24.31	\$25.37	\$27.73
3	\$19.65	\$19.92	\$20.73	\$21.81	\$23.38	\$24.14	\$25.00	\$25.96	\$28.30
4	\$19.65	\$19.92	\$20.73	\$21.81	\$23.38	\$24.14	\$25.00	\$25.96	\$28.30
5	\$20.23	\$20.48	\$21.33	\$22.41	\$23.98	\$24.76	\$25.74	\$26.55	\$28.88
6	\$20.23	\$20.48	\$21.33	\$22.41	\$23.98	\$24.76	\$25.74	\$26.55	\$28.88
7	\$20.83	\$21.09	\$21.93	\$22.98	\$24.54	\$25.37	\$26.51	\$27.16	\$29.47
8	\$20.83	\$21.09	\$21.93	\$22.98	\$24.54	\$25.37	\$26.51	\$27.16	\$29.47
9	\$21.42	\$21.67	\$22.54	\$23.59	\$25.14	\$26.00	\$27.25	\$27.76	\$30.08
10	\$21.42	\$21.67	\$22.54	\$23.59	\$25.14	\$26.00	\$27.25	\$27.76	\$30.08
11	\$22.01	\$22.26	\$23.14	\$24.16	\$25.74	\$26.61	\$27.94	\$28.33	\$30.64
12	\$22.01	\$22.26	\$23.14	\$24.16	\$25.74	\$26.61	\$27.94	\$28.33	\$30.64
13	\$22.59	\$22.84	\$23.75	\$24.75	\$26.36	\$27.26	\$28.69	\$28.91	\$31.24
14	\$22.59	\$22.84	\$23.75	\$24.75	\$26.36	\$27.26	\$28.69	\$28.91	\$31.24
15	\$23.18	\$23.45	\$24.33	\$24.92	\$26.89	\$27.87	\$29.45	\$29.52	\$31.84
16	\$23.18	\$23.45	\$24.33	\$24.92	\$26.89	\$27.87	\$29.45	\$29.52	\$31.84
17	\$23.76	\$24.05	\$24.95	\$25.92	\$27.54	\$28.51	\$30.10	\$30.15	\$32.43
18	\$23.76	\$24.05	\$24.95	\$25.92	\$27.54	\$28.51	\$30.10	\$30.15	\$32.43
19	\$24.59	\$24.89	\$25.82	\$26.83	\$28.50	\$29.51	\$31.15	\$31.21	\$33.57
20	\$24.59	\$24.89	\$25.82	\$26.83	\$28.50	\$29.51	\$31.15	\$31.21	\$33.57
21	\$25.45	\$25.76	\$26.73	\$27.77	\$29.50	\$30.54	\$32.24	\$32.30	\$34.74
22	\$25.45	\$25.76	\$26.73	\$27.77	\$29.50	\$30.54	\$32.24	\$32.30	\$34.74
23	\$26.34	\$26.66	\$27.66	\$28.74	\$30.53	\$31.61	\$33.37	\$33.43	\$35.96
24	\$26.34	\$26.66	\$27.66	\$28.74	\$30.53	\$31.61	\$33.37	\$33.43	\$35.96
25	\$27.13	\$27.46	\$28.49	\$29.60	\$31.45	\$32.56	\$34.37	\$34.43	\$37.03

Table/Lane

0201	General Duty Aide
0202	
0203	Special Programs Para - Sped, Title, LAP, 18-21 Transition*
0204	Attendance Clerk - Media Tech - Registered Behavior Technician
0205	Asst Secretary - Custodian
0206	Athletic Secretary - Security - Student Support Specialist
0207	HS Bookkeeper
0208	Lead Custodian - Maintenance - Grounds - Lead Secretary -Registrar - SLPA
0209	Lead Grounds



# Classified Employee Evaluation

Name \_\_\_\_\_ Classification \_\_\_\_\_

Date 9/6/2022

Choose One: Annual 90-Day

		Outstanding	Satisfactory	Needs Improvement	Not Applicable	COMMENTS
<b>QUALITY AND QUANTITY OF WORK</b>	Takes pride in appearance of work and displays sense of neatness					
	Works accurately					
	Keeps work up to schedule					
	Can be depended on for quality work					
	Uses time efficiently					
<b>WORK HABITS</b>	Is regular in attendance					
	Is punctual					
	Gives adequate notice when absent from work					
	Is a willing worker at all times					
	Is personable in manner					
	Can be relied upon to handle other phases of work when needed					
	Is willing to accept responsibility					
	Is organized in approach to tasks					
	Suggest changes to improve work					
	Finds ways and means of dealing with emergencies					
	Maintains confidentiality of the position					
	Maintains neat work area					
<b>TECHNICAL ABILITY</b>	Demonstrates proper use of spoken and written English					
	Possesses related skills for position					
	Has specific knowledge of all phases of job					
	Operates equipment required for the position					
	Takes advantage of training opportunities					
<b>HUMAN RELATIONS</b>	Receives constructive criticism well					
	Deals courteously and tactfully with fellow employees					
	Deals courteously and tactfully with public					
	Deals courteously and tactfully with students					

Additional Comments:

Employee's Signature \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

The employee and the supervisor shall sign the evaluation in acknowledgement of having received the evaluation. The employee may, at their option, file a written statement to accompany the evaluation in areas where there is disagreement with statements in the evaluation.

**STEP 1 GRIEVANCE**

**DISTRIBUTION OF FORM:**

Immediate Supervisor  
Union President  
Union Representative  
Grievant

**COMPLAINT BY THE AGGRIEVED**

Date of Filing:

Work Site/Titles:

**STATEMENT OF GRIEVANCE:**

**APPLICABLE AND VIOLATED SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT:**

We grieve these and any other contract provisions, policies, rules, procedures, practices, and decisions which may apply.

**RELIEF SOUGHT:**

- 1.
- 2.
3. Any and all remedies deemed appropriate by an arbitrator.

Signature of Aggrieved: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Union Representative(s): \_\_\_\_\_ Date: \_\_\_\_\_