

**Collective Bargaining  
Agreement  
for  
2015-2016  
2016-2017  
Between  
The Hockinson ESP  
and the  
Board of Directors  
Hockinson School District**

1	<b>TABLE OF CONTENTS</b>	
2	<b>PREAMBLE</b>	
3		
4	<b>ARTICLE I – ADMINISTRATION</b>	
5		
6	Section 1 - Recognition.....	1
7	Section 2 - Status of Agreement.....	1
8	Section 3 - Conformity to Law .....	2
9	Section 4 - Distribution of Agreement.....	2
10	Section 5 - Agreement/Administration/Interpretation.....	2
11		
12	<b>ARTICLE II – BUSINESS</b>	
13		
14	Section 1 - Dues, Deductions and Representation Fees .....	2
15	Section 2 - Rights of the Association.....	3
16		
17	<b>ARTICLE III – PERSONNEL</b>	
18		
19	Section 1 - Employment Procedures.....	4
20	Section 2 - Due Process.....	7
21	Section 3 - Layoff and Recall.....	8
22	Section 4 - Employee Rights.....	9
23	Section 5 - Personnel Files.....	10
24	Section 6 - Employee Protection.....	10
25	Section 7 - Voluntary Transfers .....	11
26	Section 8 - Involuntary Transfers .....	12
27	Section 9 - Promotions .....	13
28	Section 10 - Miscellaneous Working Conditions .....	13
29	Section 11 - Hours of Work and Overtime.....	14
30	Section 12 - Holidays and Vacations.....	16
31	Section 13 - Salaries and Salary Payment.....	18
32	Section 14 - Transportation Reimbursement .....	19
33	Section 15 - Insurance and Fringe Benefits .....	19
34	Section 16 - Leaves.....	20
35	Section 17 - Employee Facilities .....	24
36	Section 18 - Employee Evaluation.....	24
37		
38	<b>ARTICLE IV - GRIEVANCE PROCEDURES</b>	
39		
40	Section I - Definitions.....	26
41	Section 2 - Rights to Representation.....	26
42	Section 3 - Individual Rights.....	27
43	Section 4 - Procedure.....	27
44	Section 5 - Exceptions to Time Limits.....	28
45	Section 6 - No Reprisals.....	28
46	Section 7 - Cooperation of Board and Administration .....	29
47	Section 8 - Release Time .....	29
48	Section 9 - Personnel Files.....	29
49	Section 10 - Grievance Forms.....	29

50 ARTICLE V - DURATION AND REOPENER .....29  
51  
52 ATTESTATION .....30  
53  
54 APPENDICES  
55 Appendix A - Classified Salary Schedule ..... A-1  
56 Appendix B - ESP Benefits Plan..... B-1  
57 Appendix C - Classified Evaluation Report Form ..... C-1  
58

59 **PREAMBLE**

60

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

63

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

66

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

71

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

73

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

77

78 This Agreement is made and entered into on this 26<sup>th</sup> day of October 2015, by and  
79 between the District and the Association.

80 **ARTICLE I – ADMINISTRATION**

81  
82 **SECTION 1 - RECOGNITION**

- 83
- 84 1.1 The District hereby recognizes the Hockinson Educational Support Personnel  
85 Association/Washington Education/National Education Association as the  
86 exclusive bargaining representative for all classified employees in the  
87 bargaining unit described in Section 1.2.  
88
- 89 1.2 The bargaining unit to which this Agreement is applicable is as follows: All full-  
90 time and regular part-time classified employees of the Hockinson School  
91 District #98, in any of the following job classifications: Secretarial, clerical,  
92 custodial, aides, media support and maintenance, campus security, and  
93 grounds, excluding: Confidential employees, custodial and maintenance  
94 supervisors, and network coordinators.  
95
- 96 1.3 The term "Association" when used hereinafter in the Agreement shall refer to  
97 the Educational Support Personnel Association/Washington Education  
98 Association.  
99
- 100 1.4 The term "employee" when used herein after in the Agreement shall refer to all  
101 classified employees represented by the Association.  
102
- 103 1.5 Unless the context in which they are used clearly requires otherwise, words  
104 used in the Agreement denoting gender shall include both the masculine and  
105 feminine; words denoting number shall include both the singular and plural;  
106 and the word "day" shall mean the employee's working day.  
107

108 **SECTION 2 - STATUS OF AGREEMENT**

- 109
- 110 2.1 This Agreement shall supersede any rules, regulations, policies, resolutions, or  
111 practices of the District which shall be contrary to or inconsistent with its terms.  
112
- 113 2.2 The duties of any employee or the responsibilities of any position in the  
114 bargaining unit shall not be altered except as provided for in this Agreement.  
115
- 116 2.3 The effective date of this Agreement and any successor Agreement shall be  
117 September 1st or the day after the termination date of the previous Collective  
118 Bargaining Agreement.  
119
- 120 2.4 All past practices of employment pertaining to wages, hours and conditions of  
121 employment shall be continued at no less than the standards in effect in the  
122 District at the time this Agreement is signed.  
123
- 124 2.5 This Agreement may be reopened on any item(s) during the term of the  
125 contract by mutual consent of the parties. The parties agree to re-openers only  
126 on issues mutually agreed upon or relating to legislative actions impacting  
127 members of the bargaining unit.  
128

129 2.6 All items shall continue in full force and effect until a successor Agreement is  
130 negotiated.

131  
132 2.7 If an individual contract contains any language inconsistent with this  
133 Agreement, the Agreement shall be the controlling document.  
134

135 SECTION 3 - CONFORMITY TO LAW  
136

137 3.1 This Agreement shall be governed and construed according to the Constitution  
138 and Laws of the State of Washington. If any provisions of this Agreement, or  
139 any application of this Agreement to any employee or groups of employees  
140 covered hereby shall be found contrary to law by a tribunal of competent  
141 jurisdiction, such provision or application shall have effect only to the extent  
142 permitted by law, and all other provisions or applications of the Agreement shall  
143 continue in full force and effect.  
144

145 3.2 In the event a provision(s) is determined to be contrary to law as stated in 3.1,  
146 such provision shall be renegotiated. Negotiation shall commence within two  
147 (2) weeks after receipt of the written tribunal decision.  
148

149 3.3 The parties will enter negotiations for the purpose of attempting to arrive at a  
150 mutually satisfactory replacement of such provision(s).  
151

152 SECTION 4 - DISTRIBUTION OF AGREEMENT  
153

154 4.1 Following ratification and signing of this Agreement, the District shall design,  
155 prepare the camera-ready copy, and print two copies of this Agreement. One  
156 copy will be delivered to the Association and the other copy will be kept on file  
157 by the District. The District will make an electronic copy available through the  
158 District's website for all employees and will include in-service on how to access  
159 it during the first staff meeting of the year and all new employee orientations.  
160

161 4.2 There shall be two (2) signed copies of the final Agreement for the purpose of  
162 records. One shall be retained by the District, and one by the Association.  
163

164 SECTION 5 - AGREEMENT/ ADMINISTRATION / INTERPRETATION  
165

166 5.1 Upon written request by either party, the Association, officials and district  
167 administrators shall meet to discuss school problems relating to interpretation  
168 or compliance with this Collective Bargaining Agreement or other problems.  
169 When a written request is made, the meeting shall be held within five (5)  
170 working days.  
171

172 **ARTICLE II BUSINESS**  
173

174 SECTION 1 - DUES, DEDUCTIONS AND REPRESENTATION FEES  
175

176 1.1 All members of the bargaining unit shall, as a condition of employment, be a  
177 member of the Association or pay an amount equal to the dues of the

- 178 Association.
- 179
- 180 1.2 The District shall deduct from the employee's salary, each pay period, the dues  
181 required of membership, or for non-members thereof, a fee equivalent to such  
182 dues. This provision safeguards the rights of non-association employees based  
183 on bona fide religious tenets or teachings of a church or religious body of which  
184 such employee is a member. Such employee shall pay an amount of money  
185 equivalent to regular Association dues to a nonreligious charity or to another  
186 charitable organization mutually agreed upon by the public employee affected  
187 and the Association. The employee shall furnish written proof that such  
188 payment has been made. If the employee and the Association do not reach  
189 agreement of such matter, the Public Employment Relations Commission  
190 (PERC) shall designate the charitable organization.
- 191
- 192 1.3 The District shall transmit the dues to the treasurer of the Association each pay  
193 period.

194

195 SECTION 2 - RIGHTS OF THE ASSOCIATION

196

- 197 2.1 The Association shall have, in addition to other rights expressly set forth or  
198 provided by statute, the following rights:
- 199
- 200 2.2 The Association shall be provided with bulletin boards, or sections thereof, for  
201 the purpose of posting Association materials. The Association may place  
202 Association materials in district employee mailboxes but is precluded by law  
203 from using district courier services.
- 204
- 205 2.3 The local Association shall have the right to use school facilities and school  
206 equipment for meetings, including computers, e-mail, photocopying machines,  
207 other duplicating equipment, calculating machines, and all types of audio visual  
208 equipment when such equipment is not otherwise in use, and with prior  
209 notification to the Supervisor.
- 210
- 211 The Association shall pay for the cost of all materials and supplies incident to  
212 such use and shall be responsible for proper operation of all such equipment.
- 213
- 214 2.4 Duly authorized representatives of the State and National levels of the  
215 Association shall be permitted to transact official Association business on  
216 school property provided that this shall not interfere with nor interrupt normal  
217 school operations.
- 218
- 219 2.5 Employees shall be represented by Association Representatives, or in the  
220 absence of the regular Representative, by an alternate Representative. The  
221 Association shall furnish, in writing, to the District the names of Representatives  
222 and alternate Representatives upon their election or appointment. The  
223 Representatives, during working hours, may represent employees and spend  
224 reasonable time to investigate and present grievances to the District with the  
225 Association and District sharing substitute costs equally.
- 226

227 Should it become necessary for a Representative to leave his/her place of work  
228 in order to represent an employee or investigate a grievance, the  
229 Representative shall notify his/her supervisor and give the name of the  
230 employee he/she is going to see. The Representative shall notify the supervisor  
231 upon his/her return to work.  
232

233 2.6 The District agrees to furnish to the Association in response to reasonable  
234 requests pursuant to RCW 42.56, all available information concerning the  
235 financial resources of the District, including but not limited to: annual financial  
236 reports and audits; register of bargaining unit personnel; tentative budgetary  
237 requirements and allocation; agendas and minutes of all School Board  
238 meetings; treasurer's reports; census and membership data; names and  
239 addresses of all employees; salaries paid thereto; and such other information  
240 as will assist the Association in developing intelligent, accurate, informed and  
241 constructive programs on behalf of the employees, together with information  
242 which may be necessary for the Association to process any grievance or  
243 complaint.  
244

245 2.7 The District shall grant twenty-five (25) days leave to the Association for use  
246 by the President or his/her designee(s) to conduct Association business or  
247 attend trainings or meetings

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

250  
251 2.8 The rights and privileges of the Association and its representatives as set forth  
252 in this Agreement shall be granted only to the Association as the exclusive  
253 representative of the employees and to no other organization claiming to  
254 represent any portion of the unit or potential member of the unit.  
255

256 2.9 On or before the first day of October, the District shall provide the Association  
257 with information regarding each employee in the bargaining unit.  
258

259 2.10 The District will provide the Association facility space to house Association  
260 materials, a file cabinet and storage. The Association acknowledges that staff  
261 and student needs may precipitate facility space either reduced or moved.  
262

### 263 **ARTICLE III – PERSONNEL**

#### 264 265 SECTION I - EMPLOYMENT PROCEDURES 266

267 1.1 The District and Association recognize seven (7) categories of employees.  
268 Bargaining unit work shall be performed only by employees in one (1) of the  
269 seven (7) following categories:  
270

271 1. Full-Time 9/10-Month Position:

272  
273 An employee who is employed no less than thirty-two and a half (32.5) hours  
274 per week or six and a half (6.5) hours per day.



- 275 2. Full-Time 12-Month Position:  
276  
277 An employee who is employed no less than forty (40) hours per week or eight  
278 (8) hours per day, with a maximum 260 days per contract year, starting in 2016-  
279 2017 school year.  
280
- 281 3. Part-Time 9/10-Month Position:  
282  
283 An employee who is employed less than thirty-two and a half (32.5) hours per  
284 week or six and a half (6.5) hours per day.  
285
- 286 4. Part-Time 12-Month Position:  
287  
288 An employee who is employed less than forty (40) hours per week or eight (8)  
289 hours per day, with a maximum 260 days per contract year, starting in 2016-  
290 2017.  
291
- 292 5. Probationary:  
293  
294 An employee who is employed to fill a full or part-time position for a trial period  
295 twelve (12) months to the first anniversary date.  
296
- 297 6. Substitute:  
298  
299 An employee who is employed to fill a full or part-time position on a per diem  
300 basis while the regular employee is absent or on approved leave. It is expressly  
301 understood and agreed that a substitute shall in no case fill a vacant bargaining  
302 unit position for a period in excess of the probationary period as above defined.  
303
- 304 7. Temporary:  
305  
306 If not filling a vacated bargaining unit position, a temporary position can be  
307 created for one (1) school year. If a temporary is needed for the second school  
308 year, then a posting will occur and a permanent position will be created.  
309
- 310 1.2 In no case shall employees be requested or required to perform any duty  
311 normally performed by a certificated employee except for short periods of time  
312 for instructional or testing purposes when under the supervision of a certificated  
313 staff member.  
314
- 315 1.3 The District shall enter into no contract which will result in work being provided,  
316 supervised or otherwise influenced by any person, organization, group or  
317 company other than persons directly employed by the District and who are  
318 members of the bargaining unit as defined in Article I, Section I of this  
319 Agreement. This section is applicable to employees as defined in Article I  
320 Section 1.2.  
321
- 322 1.4 Seniority shall be defined as the length of service within the Hockinson ESP  
323 bargaining unit, not including any substitute service prior to hiring.

324 Accumulation of seniority shall begin on the employee's first working day. A  
325 paid holiday shall be counted as the first working day in applicable situations.  
326 In the event that more than one (1) individual employee has the same starting  
327 date of work, position on the seniority list shall be determined by casting lots.  
328  
329 1.5 Probationary employees shall have no seniority until completion of the  
330 probationary period at which time their seniority shall revert to their first day of  
331 work.  
332  
333 1.6 Each employee shall have a seniority date to reflect his/her most recent date  
334 of hire by the District.  
335  
336 1.7 The District shall prepare, maintain and post the seniority list. The initial  
337 seniority list shall be prepared and given to the union president who will submit  
338 it to each member of the bargaining unit, within thirty (30) days after the  
339 effective date of this Agreement with revisions and updates prepared and given  
340 annually thereafter. A copy of the seniority list and subsequent revisions shall  
341 be furnished to the Association.  
342  
343 1.8 Summer work will follow normal posting procedures as open temporary  
344 positions. Current employees will be considered for summer positions for which  
345 they are qualified prior to outside applicants with exception to categorically  
346 funded positions. Categorical positions will first be offered to current staff in  
347 said program before job is posted.  
348  
349 1.9 Any employee who has been incapacitated at his regular work by injury or  
350 compensable occupational disease while employed by the District may be  
351 employed at other work on a job that is operated by the District and which  
352 he/she can do without regard to any seniority provision on this agreement.  
353  
354 1.10 Seniority shall be lost by an employee upon termination, resignation, retirement  
355 or transfer to a non-bargaining unit position.  
356  
357 1.11 An employee who is resigning shall give two (2) weeks notice. A resigning  
358 employee shall be entitled to all accrued benefits, provided proper notice has  
359 been given.  
360  
361 1.12 At no time shall the District assign or direct any employee covered by the  
362 Agreement to any other duties outside of the duties appropriate to their position  
363 and consistent with their job description. Effective 10/27/2015, in the event that  
364 the District assigns an employee to perform services regularly performed by an  
365 employee with a classification having a higher rate of pay, the assigned  
366 employee will be paid at the higher rate, their own longevity, beginning on the  
367 3<sup>rd</sup> full consecutive shift. Categorically funded staff may only bump up to gain  
368 additional hours before or after their assigned shift.  
369  
370 Classification in this instance means moving from one group on the salary  
371 schedule to another. This does not include moving from one aide position to  
372 another or one custodian position to another. In the event that the district

373 assigns a custodian to the duties of the custodial/maintenance supervisor's  
374 position in his absence for more than one working day, the assigned custodian  
375 shall be paid at his/her regular salary plus \$1.25 per hour. In the event an  
376 employee is temporarily assigned by the District to perform services of a  
377 classification with a lower rate of pay, the employee shall be paid at the  
378 employee's normal rate of pay while performing said services. In the event that  
379 an employee requests reassignment to the job classification at a lower rate of  
380 pay, then the employee shall be paid at the rate of pay applicable for the  
381 classification requested. Should changes to a position be substantial enough  
382 to reclassify the position, the position shall be bargained by an Association  
383 representative. Job descriptions for such positions will be provided to the  
384 Association.  
385

386 1.13 Work assignments will be the responsibility of the district through the  
387 appropriate supervisor. All employees in the bargaining unit will be notified of  
388 assignments for the coming year by July 15 except in unusual circumstances.  
389

390 1.14 If a regular employee works extra hours beyond his/her normal shift in either a  
391 temporary or substitute position, after 30 days (retroactive to the first day)  
392 he/she is entitled to additional benefits specifically defined as: Sick leave credit  
393 hours, personal leave credit hours, holiday pay and vacation hours where  
394 applicable. Changes to the insurance pool will not occur for these temporary  
395 changes in hours worked. Retirement credit is determined by state rules. The  
396 rate of pay for the extra hours for such temporary work will be governed by  
397 provisions elsewhere in this collective bargaining agreement.  
398

399 Additionally, the employee will be compensated for jury duty and bereavement  
400 leave provided that, if the temporary or substitute position ends during this  
401 leave, the employee's compensation reverts back to the original status.  
402

## 403 SECTION 2 - DUE PROCESS 404

405 2.1 No employee shall be disciplined (including warnings, reprimands,  
406 suspensions, reductions in rank, discharge, non-renewal, termination or other  
407 actions that would adversely affect the employee) without just and sufficient  
408 cause. The specific grounds forming the basis for disciplinary action will be  
409 made available to the employee in writing.  
410

411 2.2 An employee shall be entitled to have present a representative of the  
412 Association during any disciplinary action. When a request for such  
413 representation is made, no action shall be taken with respect to the employee  
414 until such representation of the Association is present. If the employee requests  
415 Association representation then the District may be represented by additional  
416 persons of its choosing.  
417

418 2.3 The District agrees to follow a policy of progressive discipline which minimally  
419 includes verbal warning, reprimand, and suspension without pay, with non-  
420 renewal or discharge as a final and last resort. Any disciplinary action taken  
421 against an employee shall be appropriate to the behavior which precipitates

422 said action. Thus any behavior contrary to law or deemed harmful to the health  
423 or safety of others by the District Superintendent may result in suspension  
424 without pay as the initial disciplinary action. An employee may be put on  
425 administrative leave with pay and without prejudice pending the outcome of an  
426 investigation.

427  
428 2.4 Any written complaint made against an employee by any parent, student,  
429 teacher or other person will be promptly called to the attention of the employee.  
430 Any written complaint not called to the attention of the employee within ten (10)  
431 working days after the District's knowledge of the complaint may not be used  
432 as the basis for any disciplinary action against the employee.

433  
434 2.5 Non-probationary employees who are not offered an opportunity to work in a  
435 second academic year, after having been notified by the District that they would  
436 have employment, may be eligible for retroactive unemployment benefits. In  
437 order to be eligible for retroactive benefits, employee must file a timely claim  
438 for benefits for each week for which retroactive benefits would be sought.

439  
440 2.6 Employees who are terminated shall be given all accrued benefits to the date  
441 of termination.

442  
443 SECTION 3 - LAYOFF AND RECALL

444  
445 3.1 Layoff shall be defined as a necessary reduction in the work force beyond the  
446 normal attrition due to a shortage of funds.

447  
448 3.2 No employee shall be laid off pursuant to a necessary reduction in the work  
449 force unless said employee has been given ten (10) workdays' notice.

450  
451 3.3 In the event of a necessary reduction in work force, the District shall first lay off  
452 probationary employees, then the least senior employees. In no case shall  
453 a new employee be employed by the District while there are laid off employees  
454 who are qualified for a vacant or newly created position.

455  
456 3.4 Employees whose positions have been eliminated due to reduction in work  
457 force or who have been affected by a layoff shall have the right to assume a  
458 position for which they are qualified, which is held by the least senior  
459 employee.

460  
461 3.5 In the event of a reduction in the work hours in a department, an employee may  
462 claim seniority over another employee for the purpose of maintaining his/her  
463 normal work schedule, provided he/she has greater departmental seniority  
464 than the employee he/she seeks to replace. In no case shall a reduction of any  
465 employee's work hours take effect until the District gives ten (10) workdays  
466 written notice to the affected employee(s).

467  
468 3.6 A laid-off employee shall, upon application, and at his/her option, be granted  
469 priority status on the substitute list according to his/her seniority. Laid off  
470 employees may continue their health, dental insurance benefits by paying the

- 471 regular monthly per subscriber group rate premium and be allowed to continue  
472 such coverage for the period specified by COBRA regulations.  
473
- 474 3.7 Laid-off employees shall be recalled in reverse order of layoff to any position  
475 for which they are qualified. Any employee who has served more than sixty  
476 (60) workdays in a classification within the past three (3) years shall be deemed  
477 qualified for any position in that classification.  
478
- 479 3.8 Notices of recall shall be sent by certified or registered mail to the last known  
480 address as shown on the District's records. The recall notice shall state the  
481 time and date on which the employee is to report back to work. It shall be the  
482 employee's responsibility to keep the District notified as to his/her current  
483 mailing address. A recalled employee shall be given at least five (5) calendar  
484 days from receipt of notice, excluding Saturdays and Sundays, to report to  
485 work. The District may fill the position on a temporary basis until the recalled  
486 employee can report for work providing the employee reports within the five (5)  
487 days period. Employees recalled to work for which they are qualified are  
488 obligated to take said work. An employee who declines recall to perform work  
489 for which he/she is qualified shall forfeit his/her seniority rights and recall for  
490 employment rights.  
491
- 492 3.9 Employees on layoff shall retain their seniority for purposes of recall for a period  
493 of two (2) years.  
494
- 495 3.10 Employees who are assigned outside their current job classification as result  
496 of layoff shall be provided retraining and orientation to the new assignment  
497 without cost to the employee. The extent of such training will be determined by  
498 the District.  
499
- 500 3.11 Should a vacancy occur within the employee's former job classification, the  
501 employee shall have first right to return to said job previous to other employees  
502 being recalled from layoff, transferred or a new employee hired, provided the  
503 vacancy occurs within one (1) year of the original change of jobs.  
504
- 505 3.12 Unused accumulated sick leave shall be restored to the employee upon their  
506 return to active employment. The employee shall be placed on the proper wage  
507 rate for the employee's current classification and experience.  
508

#### 509 SECTION 4 - EMPLOYEE RIGHTS 510

- 511 4.1 The District hereby agrees that employees shall have the rights to freely  
512 organize, join and support the Association for the purpose of engaging in  
513 collective bargaining or negotiation and other concerted activities for mutual  
514 aid and protection. As a duly elected body exercising governmental power  
515 under code of law of the state of Washington, the District undertakes and  
516 agrees that it will not directly or indirectly discourage or deprive or coerce any  
517 employee in the enjoyment of any rights conferred by the act of other laws of  
518 Washington or the Constitutions of Washington and the United States, that it  
519 will not discriminate against any employee with respect to hours, wages, or

520 conditions of employment by reason of his/her membership in the Association,  
521 his/her participation in any activities of the Association or collective  
522 negotiations with the District, or his/her institution of any grievance, complaint  
523 or proceeding under this Agreement or otherwise with respect to any terms or  
524 conditions of employment.  
525

526 4.2 Nothing contained within this Agreement shall be construed to deny or restrict  
527 to any employee rights he/she may have under applicable laws and  
528 regulations. These rights granted to employees hereunder shall be deemed to  
529 be in addition to those provided elsewhere.  
530

531 4.3 The employees shall be entitled to full rights of citizenship and no religious or  
532 political activities of any employee or the lack thereof shall be grounds for any  
533 discipline or discrimination with respect to the employment of such employee.  
534 The private and personal life of any employee is not within the appropriate  
535 concern or attention of the District. Religious and political activities of  
536 employees will be confined to personal and private time outside of assigned  
537 work hours.  
538

539 4.4 The provisions of this Agreement shall be applied without regard to domicile,  
540 race, creed, religion, color, national origin, families with children, sex, marital  
541 status, sexual orientation, age, or the presence of any sensory, mental or  
542 physical disability or the use of a trained dog guide or service animal by a  
543 disabled person.  
544

#### 545 SECTION 5 - PERSONNEL FILES 546

547 5.1 Employees or former employees shall, upon request, have the right to inspect  
548 all contents of their complete personnel file kept within the District as well as  
549 employment references leaving the District. Upon request, a copy at District  
550 expense of any documents contained therein shall be afforded the employee.  
551 No secret, duplicate, alternate or other personnel file shall be kept anywhere in  
552 the District. Anyone at the employee's request may be present in this review.  
553

554 5.2 Any derogatory material not shown to an employee in a timely manner after  
555 receipt or composition shall not be allowed as evidence in any grievance or in  
556 any disciplinary action against such employee. No evaluation, correspondence,  
557 or other material making derogatory reference to an employee's character or  
558 manner shall be kept or placed in the personnel file without the employee's  
559 knowledge and opportunity to attach his/her own comments. Upon the request  
560 of the employee, the Superintendent will review any negative piece of  
561 information (excluding evaluations) contained in the personnel file over three  
562 (3) years old. If the Superintendent agrees that the negative information is no  
563 longer relevant or reflective of the employee's current work performance,  
564 he/she will remove the information from the file and give it to the employee.  
565

#### 566 SECTION 6 - EMPLOYEE PROTECTION 567

568 6.1 The District agrees to maintain liability insurance or self-insurance that provides

569 coverage for employees that indemnifies and defends them from financial loss,  
570 including reasonable attorney fees, arising out of claims, demands, suits, or  
571 judgments to the extent specified and for the conduct covered in said liability  
572 policies or self-insurance agreements as now existing or hereafter amended.  
573 Upon request of an employee, the District further agrees to indemnify and hold  
574 harmless employees for actions, claims or proceedings instituted against them  
575 arising out of the performance or failure of performance of duties for, or  
576 employment with the District, and to provide an attorney of the District's  
577 choosing to defend the employee against such claims, unless the District  
578 determines that the employee was not acting in good faith or within the scope  
579 of his or her employment with or duties for the District.  
580

581 6.2 The District shall reimburse employees for the cost of medical, surgical, or  
582 hospital services (less the amount of any insurance reimbursement) incurred  
583 as a result of any injury sustained in the course of their employment. District  
584 liability under this section shall be limited to the amount specified by the  
585 Southwest Washington Workers' Compensation Trust.  
586

587 6.3 The District shall provide employees with insurance protection covering them  
588 while they are engaged in the maintenance of order and discipline and the  
589 protection of school personnel and students and the property thereof. Such  
590 insurance must include protection for employees from loss or damage to their  
591 personal property incurred while engaged in any supervisory capacity as  
592 designated by the District.  
593

594 The District or its insurer(s) will reimburse the employee for the full cost of  
595 replacement of loss or damage to personal property caused while such  
596 employee is engaged in: (1) the maintenance of order and discipline; (2) the  
597 protection of school personnel, school property, or students; or (3) the  
598 supervision of students or school equipment.  
599

600 "Personal property" is defined as eyeglasses, contact lenses, hearing aids,  
601 dentures, watches, or articles of clothing. Loss or theft of cash is NOT covered.  
602

603 The District will provide specialized protective clothing to employees as  
604 required by the job and approved by the supervisor.  
605

606 6.4 District liability, if any, for onsite damage to employee automobiles will be  
607 determined on a case by case basis. Claims that meet the requirements of this  
608 section will be paid within one accounting cycle of receipt and validation of the  
609 claim.  
610

## 611 SECTION 7 - VOLUNTARY TRANSFERS

612 7.1 Notification of Vacancies:

613 (a) Date: No later than May 15 of each school year, the Superintendent or  
614 designee shall deliver to the Association a list of the known vacancies which  
615 shall occur during the following school year.  
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(b) Filing Requests: Employees who desire to transfer to another building or job may file a written statement of such desire with the Superintendent or his/her designee. Such statement shall include the job, school or schools to which he/she desires to be transferred, in order of preference. Such requests for transfers for the following year shall be submitted no later than June 1 unless the opening for which the transfer is desired occurs after June 1. Building in this instance refers to school campus, not individual buildings on that campus.

(c) Notification: As soon as practicable, and no later than October 1, the Superintendent or his/her designee shall deliver to the Association a system wide schedule showing the names of all employees who have been transferred and the nature of such transfer.

7.2 Transfer Criteria:

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

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 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



667 to the transfer at this meeting, upon the request of the employee, the  
668 Superintendent shall meet with him/her. The employee may, at his/her option,  
669 have an Association representative present at such meeting. The District may,  
670 at its option, have more than one person present at such meeting.

671  
672 Involuntary Transfer Priorities:

673  
674 A list of open positions in the School District shall be made available to all  
675 employees being involuntarily transferred. Such employees may request the  
676 positions, in order of preference, to which they desire to be transferred. All such  
677 employees shall be given adequate time off for the purpose of visiting schools  
678 at which open positions exist. Employees being involuntarily transferred from  
679 their present position shall have preference over those seeking voluntary  
680 transfer in regard to choice among those positions which are vacant. An  
681 employee being involuntarily transferred shall be placed in an equivalent  
682 position when there is an opening in such position. Where there are no position  
683 openings in an equivalent position, the employee will be placed in another  
684 position as close to equivalency as possible. Equivalent position means one  
685 which does not involve reduction in rank or in total compensation.

686  
687 SECTION 9 – PROMOTIONS

- 688  
689 9.1 Promotional positions are those positions paying a higher salary differential  
690 and/or positions on the administrator/supervisory levels of responsibility.  
691  
692 9.2 The District may post internally and externally at the same time for positions.  
693 Posting of open positions shall be accomplished by placing the job  
694 announcement on the District website and by an e-mail which will be sent to all  
695 bargaining unit members. Interested internal candidates need, at a minimum,  
696 to submit a letter of interest to HR within the first five (5) days of posting.  
697 External applicants will only be considered after the internal applicants.

698  
699 SECTION 10 - MISCELLANEOUS WORKING CONDITIONS

- 700  
701 10.1 Employees shall not be required to work under unsafe or hazardous conditions  
702 or to perform tasks which endanger their health, safety, or well-being.  
703  
704 10.2 In the absence of a building supervisor (principal), or designee, employees  
705 shall not be held accountable or made responsible for the administration or  
706 supervision of the building.  
707  
708 10.3 The District shall provide adequate rest areas, lounges and restrooms for  
709 employee use.  
710  
711 10.4 The District shall support and assist employees with respect to the  
712 maintenance of control and discipline of students in the employees assigned  
713 work area. The District or its designated representative shall take reasonable  
714 steps to relieve the employees of responsibilities in respect to students who  
715 are disruptive or repeatedly violate rules and regulations.

- 716  
717 10.5 An employee may use such physical force with a student as is necessary to  
718 protect him/herself, a fellow employee, a teacher, an administrator or another  
719 student from attack, physical abuse or injury, or to prevent damage to District  
720 property. All staff required to work with or supervise students with special needs  
721 will be notified prior to supervision, when possible.  
722
- 723 10.6 The District will provide a minimum of six thousand dollars (\$6,000) annually  
724 for employee-requested training or coursework. Each employee will be able to  
725 request up to five hundred dollars (\$500) per year on a first-come/first-serve  
726 basis. In August of each year, employees may draw on remaining money in the  
727 pool for previously approved activities that exceeded the \$500 allocation. One  
728 employee per building, per school year, may request up to \$1,000 from the  
729 annual allocation to attend WASWUG.  
730  
731 The money may be used to reimburse training and course work fees, tuition,  
732 and required class materials. Training requires prior administrative approval  
733 and shall enhance the employee's job qualifications for his/her position.  
734
- 735 10.7 Employees attending training courses or seminars requested by the employee  
736 and approved by the District will suffer no loss of regular salary if the course  
737 requires them to attend during their regular employment time. Expenses  
738 incurred for training course work fees and tuition will be paid by the District after  
739 the District receives proof of completion, such as a certificate, transcript, or  
740 other documentation stating successful completion of the class as well as proof  
741 of payment such as a receipt, credit card statement or bank statement.  
742
- 743 10.8 Employees attending training courses required by State regulation or District  
744 policy as a condition of employment will be paid by the District at the  
745 employee's regular hourly rate of pay for all time in attendance, plus any fee or  
746 tuition.  
747
- 748 10.9 No employee shall be required to dispense or administer medication unless  
749 qualified and legally authorized to do so.  
750
- 751 10.10 An employee shall be responsible to only one (1) supervisor, said supervisor  
752 to be designated by the District at the beginning of each school year.  
753
- 754 10.11 The District recognizes that there are times when classified input is essential  
755 in making building/site decisions. The District agrees to pay staff their hourly  
756 rate to attend staff/district meetings that require their input as  
757 stakeholders/employees with principal approval.  
758
- 759 SECTION 11 - HOURS OF WORK AND OVERTIME  
760
- 761 11.1 The normal work year for school-term employees shall be one hundred eighty-  
762 five (185) days, with 180 days as per student school calendar and the  
763 remaining five (5) days as determined by the building principal.  
764

765  
766  
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768

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

769

The normal work year for all other employees shall be twelve (12) months, September 1 through August 31 for a maximum of 260 days starting in the 2016-2017 school year.

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774

The normal workday for secretaries shall be eight (8) hours.

775

776

11.2 The normal work week for all employees is Monday through Friday.

777

778

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

779

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

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

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11.6 All hours worked by an employee in excess of forty (40) hours in a given work week (7 consecutive days, Sunday thru Saturday) shall be compensated at one and one half (1.5) times the employee's hourly rate. For purposes of overtime pay calculation, holidays will be considered with worked hours. Overtime pay should be pre-approved by the supervisor or designee such as the building principal. The District and the Association recognize that unforeseen or emergency situations may occur in which prior approval may not be attained (i.e. building security system alerts of facility malfunction which may create an unsafe environment for staff and students).

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11.7 The opportunity to substitute for long-term leave-of-absence positions in the building shall first be offered to qualified current building employees in seniority order. The employee that serves in this position will retain all seniority rights

803

804

805 and will return to their previous position when the temporary position expires.  
806  
807 11.8 The Employer shall provide substitutes as required by the absence of regular  
808 employees. Substitutes shall be used to perform bargaining unit work only  
809 during instances of absence by regular employees or when an unfilled  
810 temporary vacancy exists. In order to ensure the efficient operation and  
811 continuity within a building or department, promotion will be executed when a  
812 24 hour notice is given to a member of the bargaining unit for that building or  
813 department to that position. The promotion process will only apply to three (3)  
814 individual levels per occurrence. Promoted employees will be paid pursuant to  
815 Article 3, Section 1.12.  
816  
817 11.9 Employees shall suffer no loss in wages, benefits, or contractual or statutory  
818 advantages and will not be required to make up lost days due to building and  
819 or school closure by the Superintendent. School or building closure is defined  
820 as the Superintendent declaring that a hazardous condition or conditions exist  
821 which threatens the safety of employees, not simply the suspension of classes  
822 as a result of transportation concerns for pupils. This section applies only to  
823 12-month personnel since workdays for all other personnel are determined by  
824 the official school calendar as established by the Board.  
825  
826 11.10 Any additional hours of extra work required by the District be offered to  
827 employees in the respective classifications by seniority in each building  
828 providing he/she has a work schedule which can accommodate the additional  
829 hours. When funding for short-term hours ceases to exist, the employee(s) who  
830 received the hours will suffer the reduction.  
831  
832 If the work requires specialized skills then the senior employee possessing the  
833 specialized skills will be offered the work rather than the most senior employee  
834 unless he/she possesses the skills.  
835  
836 If the additional hours will require the employee to work more than 40 hours  
837 during the work week, the work will be offered to another employee except in  
838 unusual circumstances.  
839  
840 The District recognizes the impact of outside community programs on office  
841 staff, maintenance and custodians. Additional hours may be budgeted and  
842 used to assist with high impact extra-curricular activities, including but not  
843 limited to: Football, graduation, basketball and Hockinson Fun Days. These  
844 arrangements must be approved prior to the event by the building principal and  
845 the Superintendent.  
846  
847 SECTION 12 – HOLIDAYS AND VACATIONS  
848  
849 12.1 All employees shall receive the following paid holidays which fall within their  
850 work year:  
851  
852 (1) New Year's Day  
853 (2) Martin Luther King Day

- 854 (3) President's Day
- 855 (4) Memorial Day
- 856 (5) Independence Day
- 857 (6) Labor Day
- 858 (7) Veteran's Day
- 859 (8) Thanksgiving Day
- 860 (9) Day after Thanksgiving
- 861 (10) Day before Christmas
- 862 (11) Christmas Day
- 863 (12) Day before New Year's Day

864

865 Floating holidays will be granted to 12 month employees who work the full  
866 contract year in years where the contract year exceeds 260 work days  
867 starting after the 2015-2016 school year. These are unpaid days and must be  
868 taken as full days within the contract year.

869

870 12.2 Unpaid Religious Holiday:

871

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

876

877 12.3 Unworked Holidays:

878

879 Eligible employees shall receive pay equal to their normal work shift at their  
880 base rate in effect at the time the holiday occurs. An employee who is on the  
881 active payroll on the holiday and has worked either his last shift preceding the  
882 holiday or his first scheduled shift succeeding the holiday, and is not on unpaid  
883 leave of absence, shall be eligible for pay for such unworked holiday. An  
884 exception to this requirement will occur if the employee is ill and is unable to  
885 work on either of such shifts.

886

887 12.4 Worked Holidays:

888

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

893

894 12.5 Holidays during Vacation:

895

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

899

900 12.6 Vacations:

901

902 12 Month employees shall receive paid vacation time. Said vacation time may

903 be used by eligible employees at times of the employee's choosing subject only  
904 to the condition where more than one employee requests the same vacation  
905 date(s) and work scheduling demands reasonably prohibit all requesting  
906 employees from being absent at the requested times. In such instances, the  
907 affected employee having the greatest seniority shall be granted his/her  
908 preferred vacation date(s).  
909

910 12.7 Vacation time may be accumulated from year-to-year up to a maximum of forty  
911 (40) workdays. Upon termination, an employee shall be paid for all unused  
912 vacation time based upon his/her then current rate of pay. Vacation time shall  
913 be computed at the beginning of every contract year in September, with the  
914 exception of the employee's first year, when it will be prorated per their  
915 employment date, identified in the following schedule:  
916

917	First year	5 days
918	2 <sup>nd</sup> – 5 <sup>th</sup> years	10 days
919	6 <sup>th</sup> – 10 <sup>th</sup> years	15 days
920	11 <sup>th</sup> year or more	20 days

921  
922 The maximum that can be cashed out at separation is forty (40) days.  
923

## 924 SECTION 13 - SALARIES AND SALARY PAYMENT 925

926 13.1 Salaries for employees subject to this Agreement during the term of the  
927 Agreement are contained in Appendix A attached hereto and by this reference  
928 incorporated herein.  
929

930 13.2 Increases shall be, at a minimum, that percentage increase appropriated by  
931 the legislature for classified salaries on a yearly basis.  
932

933 For the 2015-2016 work year, all steps of the 2015-2016 salary schedule shall  
934 be increased by an additional 2%.  
935

936 For the 2016-2017 work year, all steps of the previous year's salary schedule  
937 shall be increased an additional 3%.  
938

939 13.3 An employee shall be placed on the next higher step on the salary schedule  
940 when employed during the preceding school year for the annual number of  
941 hours the position is authorized.  
942

943 13.4 Classified employees will have electronic payroll deposits and access their  
944 payment information electronically through Skyward Employee Access.  
945 Electronic payroll deposits shall be issued on the last banking day of the month.  
946

947 13.5 All compensation owed to an employee who is leaving the District shall upon  
948 request be paid on the payroll date in the month of termination if termination  
949 occurs prior to the 15th day of the month. If termination occurs after the 15th,  
950 then compensation owed will be paid on the payroll date for the following  
951 month.

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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.

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 his/her own private vehicle during working hours, an employee shall be reimbursed for such travel at the most current mileage rate allowed by IRS regulations for business travel.

SECTION 15 - INSURANCE AND FRINGE BENEFITS

15.1 Employee benefits shall be determined according to Washington State laws relating to these benefits. This section of the agreement is subject to yearly revision based on then current Washington State laws.

Employee benefit plans will include a pooling arrangement as prescribed by Washington State laws. This shall include a determination by the bargaining unit of basic benefits for the members which may include medical, dental, vision, group term life, and/or group long term disability.

The District will pay for long term disability premiums for eligible classified staff.

Plan details shall be included as an amendment to this agreement and will be revised yearly if necessary as a result of changes in state laws. See Appendix B for plan details and priority order for pooling of basic benefits.

Members may select from the carriers identified on Appendix B.

Other plans and/or carriers may be included in this list of accepted plans at any time during the duration of this contract with the mutual consent of the District and the Association; however none will be added after July 1 of any year for the following year.

Dollars available shall be determined by multiplying total FTE classified staff in the bargaining unit times the then current state contribution times 12.

The FTE formula is based on the number of hours worked per day times the number of days worked plus hours for vacations and holidays. This equals total hours worked per year for purposes of this section. To be eligible for the maximum per month an employee must total 1,440 hours of work per year.

The maximum amount available for insurance benefits for the bargaining group

1001 shall not exceed the state appropriation for insurance benefits for the then  
1002 current year.

1003  
1004 The District agrees to pay the full HCA retiree subsidy each month for each  
1005 FTE employee.

1006  
1007 SECTION 16 – LEAVES

1008  
1009 16.1 At the beginning of each work year, each employee shall be credited with  
1010 advanced sick leave allowance of one (1) day per month for each month to be  
1011 worked during the year. All nine (9) month employees will receive nine (9) sick  
1012 days, all ten (10) month employees shall receive ten (10) sick days and all  
1013 twelve (12) month employees shall receive twelve (12) days of sick leave front  
1014 loaded at the beginning of the school year. A day is defined as the number of  
1015 contracted hours in an employee's work day.

1016  
1017 Employees may cash in unused sick leave days above an accumulation of sixty  
1018 (60) days at a ratio of one (1) full day's pay for four (4) accumulated sick leave  
1019 days. The employee may either cash in up to twelve (12) days per year on  
1020 January 1<sup>st</sup> of each school year as stipulated in state regulations or cash in the  
1021 entire accumulation at retirement at the rate of one (1) day's pay per four (4)  
1022 days of accumulated leave.

1023  
1024 Absence due to injury incurred in the course of the employee's employment  
1025 may be compensated for in the following manner: For absences due to job-  
1026 related injuries which qualify for Industrial Accident and Workmen's  
1027 Compensation coverage, a prorated portion of sick leave may be used, which  
1028 when added to any of the above compensation shall equal, but not exceed, the  
1029 employee's normal salary.

1030  
1031 In the event of a birth of a child of the employee's spouse, sick leave will be  
1032 allowed.

1033  
1034 An employee who is unable to perform his/her duties because of personal  
1035 illness, maternity or other disability, may, upon request, be granted leave of  
1036 absence without pay at the exhaustion of sick leave. Leaves for these  
1037 conditions may be renewed annually. Application for leave and application for  
1038 renewal of a leave of absence for such conditions shall be made in writing to  
1039 the Superintendent. An employee who has been granted leave may return to  
1040 service during the period of the leave after giving written notice to the  
1041 Superintendent and with written permission of his/her personal physician.

1042  
1043 16.2 Emergency and Family Illness Leave:

1044  
1045 Employees shall upon request be granted a leave of absence with pay when  
1046 such absence is occasioned by an emergency or illness in the immediate  
1047 family. Emergency shall be defined as:

1048  
1049 (1) A problem that has been suddenly precipitated and of such nature that



1050 pre-planning is not possible or could not relieve the necessity for the  
1051 staff member's absence.

1052  
1053 (2) The problem cannot be one of minor importance or of mere  
1054 convenience, but must be of a serious nature.

1055  
1056 (3) Weather conditions for local travel to and from work shall not be  
1057 considered a valid reason for an emergency leave.

1058  
1059 (4) Emergency leave will not be granted for reasons connected with other  
1060 leaves.

1061  
1062 Immediate family for illness leave purposes shall be defined as: Children,  
1063 spouse, parents, father-in-law, mother-in-law, grandparents, brothers, sisters,  
1064 or anyone who lives with or is part of the family nucleus.

1065  
1066 Such leave shall be deducted from accumulated sick leave. Application for the  
1067 leave shall be entered into the AESOP system.

1068  
1069 Employees may be eligible for District paid medical premiums, in some  
1070 circumstances, in accordance with state and federal law and district policy if  
1071 they are on leave without pay.

1072  
1073 16.3 Parental Leave:

1074  
1075 An employee requesting parental leave should give written notice to the District  
1076 at least two (2) weeks prior to commencement of said leave. The written  
1077 request for parental leave should include a statement as to the expected date  
1078 of return to employment, and within thirty (30) days after childbirth, shall inform  
1079 the employer of the specific day when employee will return to work.

1080  
1081 In the event sick leave has been exhausted, then the employee shall be  
1082 granted a leave of absence as stated under the Sick Leave Provision.

1083  
1084 An employee shall be allowed up to one (1) year of unpaid leave for the purpose  
1085 of childcare. An employee returning from such leave shall be placed in the  
1086 position last held or in a similar position in the District.

1087  
1088 The District shall grant leave and benefits in accordance with the Family Leave  
1089 Acts (Federal and Washington State), and the Consolidated Omnibus Budget  
1090 Reconciliation Act of 1985 (COBRA). During such leave, the employee may  
1091 pay the District his/her share of any insurance benefits program in order to  
1092 maintain those benefits.

1093  
1094 16.4 Adoption Leave:

1095  
1096 Three (3) non-cumulative days of leave with full pay shall be allowed either  
1097 parent or both in order to complete the adoption process. This leave may be  
1098 used for court and legal procedures, home study, evaluation and required

1099 home visitations by the adoption agency that cannot be scheduled outside of  
1100 the regular work day.  
1101  
1102 16.5 Bereavement Leave:  
1103  
1104 Three (3) days of leave with pay shall be granted for death in the immediate  
1105 family. In cases where emergency factors or long distances are involved, the  
1106 employee may request up to an additional two (2) days of leave. Requests will  
1107 be processed through the building principal or Superintendent.  
1108  
1109 Such leave is non-cumulative. Family is defined as children, foster children,  
1110 spouse, domestic partner, parents, father-in-law, mother-in-law, grandparents,  
1111 brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law,  
1112 grandchildren, step-father, step-mother, aunt, uncle, nephew and niece.  
1113  
1114 16.6 Jury Duty and Subpoena Leave:  
1115  
1116 Leaves of absence with pay shall be granted for jury duty. The employee shall  
1117 notify the District when notification to serve on jury duty is received. The  
1118 employee shall submit to the District written proof of service when jury duty is  
1119 completed. Leave of absence with pay shall be granted when an employee is  
1120 subpoenaed to appear in a court of law. Any stipend, transportation, meal or  
1121 lodging expense reimbursement shall be retained by the employee.  
1122  
1123 16.7 Military Leave:  
1124  
1125 Employees shall be granted military leaves of absence when required by law.  
1126 While on leave, the employee shall retain all benefits as though employment  
1127 has been continuous in the district. Upon return from leave, the employee shall  
1128 be placed in the position last held or a similar position in the District.  
1129  
1130 16.8 Personal Leave:  
1131  
1132 Every employee shall have three (3) personal leave days with pay per year to  
1133 be used for personal, business, household, or family matters which require  
1134 absence during school hours. A written request to the building principal shall  
1135 be made at least one day before taking such leave and the applicant for such  
1136 leave shall not be required to state the reason for taking such leave, other than  
1137 he/she is taking it under this section. Personal leave is cumulative up to five (5)  
1138 days. Personal leave may not be taken immediately previous to or immediately  
1139 after scheduled vacations. Unused personal leave may be cashed out at the  
1140 end of each school year at the employee's per-diem rate per employee request.  
1141 Request must be provided to the Personnel Office no later than June 30th of  
1142 each year. The District will notify all employees by email of personal leave cash  
1143 out request deadline by June 1<sup>st</sup> of each year.  
1144  
1145 16.9 Leaves of absence up to one (1) year without pay may be granted employees  
1146 for the purpose of study, travel, recuperation, childrearing, adoption, working in  
1147 a professionally related field, and Association or Association related business.

1148  
1149           Upon return from leave, the employee shall be placed in the position last held  
1150           or a similar position in the District.

1151  
1152           Upon request by the employee, such leave may be renewed for up to one (1)  
1153           additional year.

1154  
1155   16.10 Any new person employed to replace an employee on any leave stated in this  
1156           entire Section 16 will be considered a temporary employee and as such does  
1157           not acquire seniority and/or employment termination rights during the period of  
1158           leave.

1159  
1160   16.11 Leave Sharing:

1161  
1162   A.    A District employee is eligible to receive donated leave if:

1163  
1164       1.    The staff member suffers from, or has a relative or household member  
1165           suffering from, an extraordinary or severe illness, injury, impairment or  
1166           physical or mental condition which has caused, or is likely to cause, the  
1167           staff member to:

1168           a.    Go on leave-without-pay status; or  
1169           b.    Terminate his/her employment;

1170  
1171  
1172       2.    The staff member's absence and the use of shared leave are justified;

1173  
1174       3.    The staff member has depleted, or will shortly deplete, his/her annual  
1175           leave and sick leave reserves;

1176  
1177       4.    The staff member has abided by District rules regarding sick leave use;  
1178           and

1179  
1180       5.    The staff member has diligently pursued and been found to be ineligible  
1181           to receive industrial insurance benefits.

1182  
1183           The amount of leave an individual receives is determined by the number of  
1184           days contributed and subject to the restrictions following and state rules and  
1185           regulations regarding leave sharing. However, a staff member shall not receive  
1186           more than ninety (90) days per school year. In the event that the condition  
1187           requiring the employee's absence continues beyond the current school year,  
1188           the employee shall not receive a total of more than four hundred eighty (480)  
1189           days of leave during his/her employment with the district.

1190  
1191   B.    District employees may donate leave as follows:

1192  
1193       1.    A Staff member who has an accrued annual leave balance of more than  
1194           ten (10) days may request that the Superintendent transfer a specified  
1195           number of days to another staff member authorized to receive shared  
1196           leave. A staff member may not request leave to be transferred that

1197 would result in an accrued annual leave balance of fewer than ten (10)  
1198 days.

1199  
1200 2. A staff member who accrues annual leave and sick leave may request  
1201 that the Superintendent transfer sick leave to a staff member authorized  
1202 to receive shared leave. A donating staff member must retain a  
1203 minimum of one hundred seventy-six (176) hours of sick leave after  
1204 transfer.

1205  
1206 3. A staff member who does not accrue annual leave but who has an  
1207 accrued sick leave balance of more than twenty-two (22) days may  
1208 request that the Superintendent transfer a specified amount of sick  
1209 leave to another staff member authorized to receive such leave. A staff  
1210 member may not request a transfer that would result in accrued sick  
1211 leave balance of fewer than twenty-two (22) days.

1212  
1213 4. A staff member who receives personal holiday leave may request that  
1214 the Superintendent transfer a specified amount of personal holiday  
1215 leave to another staff member authorized to receive shared leave. A  
1216 staff member may request to transfer no more than eight (8) hours of  
1217 personal holiday leave during any calendar year.

1218  
1219 5. The number of leave days transferred shall not exceed the amount  
1220 authorized by the donating staff member.

1221  
1222 6. Any leave donated by a staff member which remains unused shall be  
1223 returned to the donor. To the extent administratively feasible, leave  
1224 transferred by more than one staff member shall be returned on a pro-  
1225 rata basis.

1226  
1227 Requests for leave must be in writing and accompanied by a statement from  
1228 an attending physician if applicable.

1229  
1230 This leave may not be utilized for normal maternity leave purposes.

1231  
1232 SECTION 17 - EMPLOYEE FACILITIES

1233  
1234 17.1 The District shall provide furnished lounges, dining areas which may  
1235 incorporate lounges, restrooms, appropriate office or classroom furniture, and  
1236 parking space for employees.

1237  
1238 Employees will be issued keys consistent with security needs.

1239  
1240 SECTION 18 - EMPLOYEE EVALUATION

1241  
1242 18.1 All monitoring or observation of the work performance of an employee shall be  
1243 conducted openly and with full knowledge of the employee. The use of  
1244 eavesdropping, public address, cameras, audio systems, and similar  
1245 surveillance devices shall be strictly prohibited. An employee shall be given a

1246 copy of any visit or evaluation report prepared by his/her evaluators at least  
1247 one (1) day before any conference to discuss it.  
1248

1249 18.2 There will be a post-observation conference within five (5) working days  
1250 following any observation where improvement is recommended by the  
1251 supervisor.  
1252

1253 18.3 All recommendations are to be specific and in writing.  
1254

1255 18.4 The final written evaluation conference between the employee and his/her  
1256 immediate supervisor shall be held within five (5) working days of receipt of the  
1257 final evaluation report. The final evaluation report for all employees will be  
1258 submitted to the employee no later than five (5) days before the end of the  
1259 school year contract. If the bargaining unit member disagrees with the  
1260 evaluation, he/she may submit a written response which shall be attached to  
1261 the file copy of the evaluation in question. No such report shall be submitted to  
1262 the central office, placed in the employee's file or otherwise acted upon without  
1263 prior conference with the employee. No employee shall be required to sign a  
1264 blank or incomplete evaluation form.  
1265

1266 18.5 Evaluation Procedure:  
1267

1268 Communication: Prior to any evaluation report, the immediate supervisor of an  
1269 employee shall have had appropriate communication, including but not limited  
1270 to all steps in the paragraph below.  
1271

1272 Reports: Evaluation reports shall be presented to each employee by his/her  
1273 immediate supervisor in accordance with the following procedures:  
1274

1275 a. Such reports shall be issued in the name of the immediate supervisor  
1276 based on a compilation of reports and observations by any or all  
1277 supervisory personnel who come into contact with the employee in a  
1278 supervisory capacity.  
1279

1280 b. Such reports shall be addressed to the employee.  
1281

1282 c. Such reports shall be written in narrative form and shall include, when  
1283 pertinent:  
1284

1285 1. Strengths of the employee as evidenced during the period since  
1286 the previous report.  
1287

1288 2. Weaknesses of the employee as evidenced during the period  
1289 since the previous report.  
1290

1291 3. Specific suggestions as to measures which the employee might  
1292 take to improve his performance in each of the areas wherein  
1293 weaknesses have been indicated.  
1294

1295 In the event an employee is given a negative evaluation that may lead to  
1296 dismissal, the employee shall be given an improvement plan and a minimum  
1297 of thirty (30) days in which to implement that plan to remediate identified  
1298 deficiencies.

1299  
1300 The evaluation report form is included as Appendix C to this agreement.  
1301

1302 **ARTICLE IV - GRIEVANCE PROCEDURES**

1303  
1304 **SECTION 1 – DEFINITIONS**

- 1305  
1306 1.1 A "grievant" shall mean an employee or group of employees or the Association  
1307 filing a grievance.  
1308  
1309 1.2 A "grievance" shall mean a claim by a grievant that a dispute or disagreement  
1310 or application of the terms of this Agreement or of an existing Board rule, policy  
1311 or practice, or that an employee has been treated inequitably, or that there  
1312 exists a condition(s) which jeopardizes employee health or safety.  
1313  
1314 1.3 A "party of interest" is the person or persons making the claim and any person  
1315 who might be required to take action or against whom action might be taken in  
1316 order to resolve the claim.  
1317  
1318 1.4 "Days" shall mean employment days, except as otherwise indicated. If the  
1319 stipulated time limits are not met, the grievant shall have the right to appeal the  
1320 grievance to the next level of procedure.  
1321

1322 **SECTION 2 – RIGHTS TO REPRESENTATION**

- 1323  
1324 2.1 The Board shall recognize grievance representatives upon their identification  
1325 by the Association. At least one Association representative shall be present for  
1326 any meetings, hearings or appeals or other proceeding relating to a grievance  
1327 which has been formally presented.  
1328  
1329 2.2 If, in the judgment of the Association, a grievance affects a group of employees  
1330 or the Association, the Association may initiate and submit such grievance in  
1331 writing to the Superintendent directly and the processing of such grievance  
1332 shall be commenced at Step II. The Association may process such a grievance  
1333 through all levels of the procedure, even though there is no individual aggrieved  
1334 person who wishes to do so. Class grievances involving more than one  
1335 supervisor and grievances involving the administrator above the building level  
1336 may be filed by the Association at Step II.  
1337  
1338 2.3 In matters dealing with alleged violations of Association rights, the grievance  
1339 shall be initiated at Step II.  
1340  
1341 2.4 The Association on its own may continue and submit to arbitration any  
1342 grievances filed and later dropped by the grievant, provided that the grievance  
1343 involves the application or interpretation of the contract. In the event this

1344 occurs, the Association assumes responsibility for all costs associated with the  
1345 arbitration. The District and the Association will bear the cost of the arbitration  
1346 equally.  
1347

1348 SECTION 3 - INDIVIDUAL RIGHTS  
1349

1350 3.1 Nothing contained herein shall be construed as limiting the right of any  
1351 employee having a complaint to discuss the matter via administrative channels  
1352 and to have the problem adjusted without the intervention of the Association,  
1353 as long as the Association is in attendance at these discussions and is notified  
1354 in writing as to the disposition of the matter and such disposition is not  
1355 inconsistent with the terms of the Agreement.  
1356

1357 3.2 A grievant may be represented at all stages of the grievance procedure by  
1358 him/herself, or at his/her option, by an Association representative selected by  
1359 the Association. If an aggrieved party is not represented by the Association,  
1360 the Association shall have the right to be present and to state its views at all  
1361 stages of the grievance procedure.  
1362

1363 SECTION 4 – PROCEDURE  
1364

1365 4.1 Step I. The parties in interest acknowledge that it is usually most desirable for  
1366 an employee and his immediately involved supervisor to resolve problems  
1367 through free and informal communications. Within a reasonable amount of time  
1368 following knowledge of the act or conditions which is the basis of the complaint,  
1369 the grievant may present the grievance in writing to the immediately involved  
1370 supervisor, who will arrange for a meeting to take place within four (4) days  
1371 after receipt of the grievance. The grievant and/or the Association and the  
1372 supervisor shall be present for the meeting. The supervisor shall provide the  
1373 aggrieved party and the Association with a written answer to the grievance  
1374 within two (2) days after the meeting. Such answer shall include the reasons  
1375 upon which the decision was based.  
1376

1377 4.2 Step II. If the grievant is not satisfied with the disposition of his/her grievance  
1378 at Step I, or if no decision has been rendered within six (6) days after  
1379 presentation of the grievance, then the grievance may be referred to the  
1380 Superintendent or his/her official designee. The Superintendent shall arrange  
1381 for a hearing with the grievant and/or the Association, to take place within five  
1382 (5) days after his/her receipt of the appeal. The parties in interest shall have  
1383 the right to include in the representation such witnesses and counselors as they  
1384 deem necessary to develop facts pertinent to the grievance. Upon conclusion  
1385 of the hearings, the Superintendent will have four (4) days to provide his/her  
1386 written decision, together with the reasons for the decision to the Association.  
1387

1388 4.3 Step III. Binding Arbitration. If the grievant is not satisfied with the disposition  
1389 of his/her grievance at Step II, or if no decision has been rendered within ten  
1390 (10) days after he/she has first met with the Superintendent, he/she may within  
1391 five (5) days after a decision by the Superintendent, or fifteen (15) days after  
1392 he/she has first met with the Superintendent, whichever is sooner, request in

1393 writing that the Association submit his/her grievance to arbitration.  
1394  
1395 If the Association determines that the grievance involves the interpretation of  
1396 this Agreement, it may by written notice to the Superintendent, within fifteen  
1397 (15) days after receipt of the request from the aggrieved person, submit the  
1398 grievance to arbitration. If any question arises as to arbitrability, such question  
1399 will first be ruled upon by the arbitrator selected to hear the dispute.  
1400  
1401 Within ten (10) days after written notice of submission to arbitration, the  
1402 Superintendent and the Association will attempt to agree upon a mutually  
1403 acceptable arbitrator or to obtain such a commitment within the ten-day period.  
1404 A request for a list of arbitrators may be made to the American Arbitration  
1405 Association by either party. The parties will be bound by the rules and  
1406 procedures of the American Arbitration Association.  
1407  
1408 Neither party shall be permitted to assert in the arbitration proceedings any  
1409 evidence which was not submitted to the other party before the completion of  
1410 Step II at meetings.  
1411  
1412 The Arbitrator selected will confer with the representative of the Superintendent  
1413 and the Association and hold hearings promptly and will issue his/her decision  
1414 not later than twenty (20) days from the date of the close of the hearings, or if  
1415 oral hearings have been waived, then from the date the final statements and  
1416 proofs are submitted to him/her. The Arbitrator's decision will be in writing and  
1417 will set forth his/her findings of fact, reasoning and conclusions on issues  
1418 submitted. The Arbitrator will be without power of authority to make any  
1419 decision which requires the commission of an act prohibited by law or which  
1420 violates the terms of this Agreement. The decision of the arbitrator will be  
1421 submitted to the Board and the Association.  
1422  
1423 The costs for the services of the Arbitrator, including per diem expenses, if any,  
1424 and his/her travel and subsistence expenses and the cost of any hearing room,  
1425 will be borne equally by the Board and the Association. All other costs will be  
1426 borne by the party incurring them.  
1427  
1428 SECTION 5 - EXCEPTIONS TO TIME LIMIT  
1429  
1430 5.1 When a grievance is submitted on or before June 1, the time limits shall consist  
1431 of all weekdays so that the matter may be resolved before the close of the  
1432 school term or as soon as possible thereafter.  
1433  
1434 SECTION 6 - NO REPRISALS  
1435  
1436 6.1 No reprisals of any kind will be taken by the Board or the school administration  
1437 against any employee because of his/her participation in this grievance  
1438 procedure.  
1439  
1440  
1441



1442 SECTION 7 - COOPERATION OF BOARD AND ADMINISTRATION  
1443  
1444 7.1 The Board and Administration will cooperate with the Association in its  
1445 investigation of any grievance; and further, will furnish the Association such  
1446 information as is required for the processing of any grievance.  
1447  
1448 SECTION 8 - RELEASE TIME  
1449  
1450 8.1 Should the investigation or processing of any grievance require that an  
1451 employee or an Association representative be released from his/her regular  
1452 assignment, he/she shall be released without loss of pay or benefits with the  
1453 district and Association sharing substitute costs equally.  
1454  
1455 SECTION 9 - PERSONNEL FILES  
1456  
1457 9.1 All documents, communications, and records dealing with the processing of a  
1458 grievance shall be filed separately from the personnel files of the participants.  
1459  
1460 SECTION 10 - GRIEVANCE FORMS  
1461  
1462 10.1 Forms for filing grievances, serving notices, taking appeals, reports and  
1463 recommendations and other necessary documents will be prepared jointly by  
1464 the Superintendent and the Association so as to facilitate operation of the  
1465 grievance procedure. The costs of preparing such forms shall be borne by the  
1466 Board.  
1467  
1468 **ARTICLE V - DURATION AND REOPENER**  
1469  
1470 SECTION 1  
1471  
1472 1.1 Duration of the contract shall be for two (2) years.  
1473  
1474 2015-2016  
1475 2016-2017  
1476  
1477 1.2 The parties agree to reopeners only on issues relating to legislative actions  
1478 impacting members of the bargaining unit.  
1479

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**ATTESTS:**

**FOR THE ASSOCIATION**

Susan Tollyson  
**President**

**Negotiators:**

Bruce Dwin

Alisa Ulman

Mary Hyslop

**ATTEST:**

Genevieve  
**Board Secretary**

**FOR THE BOARD**

Katherine Davis  
**Chair**

**Board Members:**

David

Kathy Nordberg

[Signature]

APPENDIX A

2015-2016 Hockinson ESP Salary Schedule

Table/Lane -->								
STEP	0201-	0202-	0203-	0204-	0205-	0206-	0207-	0208-
01	\$13.9400	\$14.1500	\$14.3800	\$16.6900	\$17.2100	\$17.7900	\$18.5700	\$20.2800
02	\$13.9400	\$14.1500	\$14.3800	\$16.6900	\$17.2100	\$17.7900	\$18.5700	\$20.2800
03	\$14.3700	\$14.5800	\$14.8100	\$17.1200	\$17.6600	\$18.3000	\$19.0000	\$20.7100
04	\$14.3700	\$14.5800	\$14.8100	\$17.1200	\$17.6600	\$18.3000	\$19.0000	\$20.7100
05	\$14.8000	\$14.9900	\$15.2500	\$17.5500	\$18.1200	\$18.8400	\$19.4400	\$21.1300
06	\$14.8000	\$14.9900	\$15.2500	\$17.5500	\$18.1200	\$18.8400	\$19.4400	\$21.1300
07	\$15.2400	\$15.4400	\$15.6800	\$17.9600	\$18.5700	\$19.4000	\$19.8700	\$21.5600
08	\$15.2400	\$15.4400	\$15.6800	\$17.9600	\$18.5700	\$19.4000	\$19.8700	\$21.5600
09	\$15.6700	\$15.8700	\$16.1200	\$18.4100	\$19.0300	\$19.9400	\$20.3000	\$22.0100
10	\$15.6700	\$15.8700	\$16.1200	\$18.4100	\$19.0300	\$19.9400	\$20.3000	\$22.0100
11	\$16.1100	\$16.3000	\$16.5400	\$18.8400	\$19.4800	\$20.4500	\$20.7400	\$22.4300
12	\$16.1100	\$16.3000	\$16.5400	\$18.8400	\$19.4800	\$20.4500	\$20.7400	\$22.4300
13	\$16.5300	\$16.7300	\$16.9700	\$19.2800	\$19.9500	\$20.9900	\$21.1500	\$22.8600
14	\$16.5300	\$16.7300	\$16.9700	\$19.2800	\$19.9500	\$20.9900	\$21.1500	\$22.8600
15	\$16.9600	\$17.1700	\$17.4000	\$19.7000	\$20.4000	\$21.5400	\$21.6000	\$23.3000
16	\$16.9600	\$17.1700	\$17.4000	\$19.7000	\$20.4000	\$21.5400	\$21.6000	\$23.3000
17	\$17.3900	\$17.6000	\$17.8400	\$20.1500	\$20.8600	\$22.0700	\$22.0300	\$23.7400
18	\$17.3900	\$17.6000	\$17.8400	\$20.1500	\$20.8600	\$22.0700	\$22.0300	\$23.7400
19	\$17.3900	\$17.6000	\$17.8400	\$20.1500	\$20.8600	\$22.0700	\$22.0300	\$23.7400
20	\$18.4700	\$18.6800	\$18.9200	\$21.2300	\$21.9400	\$23.1500	\$23.1100	\$24.8200
21	\$18.4700	\$18.6800	\$18.9200	\$21.2300	\$21.9400	\$23.1500	\$23.1100	\$24.8200
22	\$18.4700	\$18.6800	\$18.9200	\$21.2300	\$21.9400	\$23.1500	\$23.1100	\$24.8200
23	\$18.4700	\$18.6800	\$18.9200	\$21.2300	\$21.9400	\$23.1500	\$23.1100	\$24.8200
24	\$18.4700	\$18.6800	\$18.9200	\$21.2300	\$21.9400	\$23.1500	\$23.1100	\$24.8200
25	\$19.8200	\$20.0200	\$20.2700	\$22.5600	\$23.2800	\$24.5000	\$24.4600	\$26.1600

For 2016-2017, this salary schedule will be increased by any legislatively granted COLA and then an additional 3% district increase.

**Table/Lane**

- 02-01** General Duty Aide
- 02-02** Attendance, Media Support, Special Education Paraeducator
- 02-03** Assistant Secretary, Athletic Secretary, Bookkeeper
- 02-04** Custodial, Grounds, Security
- 02-05** Lead Secretary, Registrar
- 02-06** Speech Language Pathology Aide
- 02-07** Lead Custodian, Lead Grounds, Maintenance

APPENDIX B

ESP  
BENEFITS PLAN

Basic Benefits (State Allotment)

Medical

Kaiser Permanente  
Regence Blue Cross/Blue Shield

Vision

Kaiser (for Kaiser medical enrollees)  
The Standard (for Regence medical enrollees or those who waive medical coverage)

Term Life Insurance

Mutual of Omaha – Benefit if meets eligibility

Optional

Dental

Kaiser Permanente – HMO or PPO-FG  
Optional (not part of state allotment)

American Fidelity

Short Term Disability (Salary Insurance)  
Cancer Insurance  
Critical Illness Insurance  
Accident Insurance

VEBA

District-Paid

Long Term Disability

Mutual of Omaha-LTD – Benefit if meets eligibility

**APPENDIX C  
CLASSIFIED EMPLOYEE -- Evaluation Form**

Date: \_\_\_\_\_

Annual:  90 Day:

Employee: \_\_\_\_\_ Classification: \_\_\_\_\_

KEY NA=Not Applicable N=Needs Improvement S=Satisfactory O=Outstanding

QUALITY AND QUANTITY OF WORK					NA	N	S	O	COMMENTS
Takes pride in appearance of work and displays sense of neatness									
Works accurately									
Keeps work up to schedule									
Can be depended upon for quality work									
Uses time efficiently									
WORK HABITS					NA	N	S	O	COMMENT
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									
Suggests changes to improve work									
Finds ways and means of dealing with emergencies									
Maintains the confidentiality of the position									
Maintains neat work area									
TECHNICAL ABILITY					NA	N	S	O	COMMENT
Demonstrates the 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									
HUMAN RELATIONS					NA	N	S	O	COMMENTS
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 Date

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

The employee and the Administrator shall sign the evaluation in acknowledgment of having reviewed 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.