

COLLECTIVE BARGAINING AGREEMENT BETWEEN
MANSON SCHOOL DISTRICT #19
AND
PUBLIC SCHOOL EMPLOYEES OF WASHINGTON
MANSON CHAPTER

SEPTEMBER 1, ~~2011~~ **2015** - AUGUST 31, ~~2015~~ **2018**

Public School Employees Of Washington / SEIU Local 1948
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DECLARATION OF PRINCIPLES

1. Participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of school business.
2. The efficient administration of the system of public instruction and well-being of employees requires that orderly and constructive relationships be maintained between the parties hereto.
3. Subject to law and the paramount consideration of service to the public, employee-management relations should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.
4. Effective employee-management cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
5. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

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P R E A M B L E

This Agreement is made and entered into between Manson School District Number 19 (hereinafter "District") and Public School Employees of Manson, an affiliate of Public School Employees of Washington/SEIU Local 1948.

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

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ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1.

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3, and the Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2.

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the Board of Directors or Superintendent of the District pursuant to RCW 41.56.030(2).

Section 1.3.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Secretarial/Clerical, Custodial/Maintenance, Food Service, Para-educators, Transportation, Librarian, Home Visitor, Technology Assistant; and Nurse. The following positions shall be excluded from the bargaining unit: Secretaries to the Superintendent/Business Manager; Supervisor for Transportation; and Supervisor for Food Service.

Section 1.4. Substitute Employees.

Substitute employees are employed sporadically to fill a position of a permanent or temporary classified employee in an existing position for up to thirty (30) consecutive workdays. Substitute employees shall be paid at the first year step on Schedule A and will not receive other benefits or contract rights.

Section 1.4.1. Temporary Employees.

Temporary employees are employed to fill positions that are created due to short-term, occasional staffing needs which do not warrant the posting of a permanent position or the addition of hours to regular bargaining unit employees. Temporary positions that exceed thirty (30) consecutive workdays shall be opened and posted as a temporary position pursuant to Section 13.7. However, temporary positions, unlike regular positions, terminate on or before, the end of each school year. Temporary employees are not considered substitute employees and shall be included within the bargaining unit and subject to all terms and conditions of this Agreement except for district funded health benefits. Excludes transportation employees.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1.

It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with applicable laws and regulations is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other

1 legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by
2 determining the methods, the means, and the personnel by which such operation is conducted.

3
4 **Section 2.2.**

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

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12 **ARTICLE III**

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14 **RIGHTS OF THE EMPLOYEES**

15
16 **Section 3.1.**

17 It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise
18 of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom
19 of such employees to assist the Association shall be recognized as extending to participation in the
20 management of the Association, including presentation of the views of the Association to the Board of
21 Directors of the District or any other governmental body, group, or individual. The District and PSE shall
22 take whatever action required or refrain from such action in order to assure employees that no
23 interference, restraint, coercion, or discrimination is allowed within the district to encourage or discourage
24 membership in any employee organization.

25
26 **Section 3.2.**

27 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
28 Association representatives and/or appropriate officials of the District.

29
30 **Section 3.3.**

31 Employees of the units subject to this Agreement have the right to have Association representatives or
32 other persons present at discussions between themselves and supervisors or other representatives of the
33 District, if it is the employee's desire, as hereinafter provided.

34
35 **Section 3.4.**

36 Neither the District, nor the Association, shall discriminate against any employee subject to this
37 Agreement on the basis of race, creed, color, gender, religion, age or marital status or because of a
38 physical handicap with respect to a position, the duties of which may be performed efficiently by an
39 individual without danger to the health or safety of the physically handicapped person or others.

40
41 **Section 3.5. Administration of Medication.**

42 The administration of medication and ongoing health intervention to students shall normally be the
43 responsibility only of employees trained for that purpose. Ongoing training will be provided for all
44 employees assigned responsibility for the administration of medication.

1 Section 3.6. Employee Immunizations.

2 Employees that are required to be exposed to hazardous or infectious situations and/or materials, shall
3 be provided immunizations or other reasonable protection at District expense; e.g., hepatitis shots.

4 Employees required to have immunizations would be the following:

5 Nurse/Health Room Attendant, Custodians, Bus Drivers and Special Needs and Behavior Student
6 Para-Educators.

7
8 The employee's insurance shall be the first reimburse and the District shall reimburse to the employee
9 any out-of-pocket expense. Employee must show proof of immunization and payment.

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12 **ARTICLE IV**

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14 **RIGHTS OF THE ASSOCIATION**

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16 **Section 4.1.**

17 The Association has the right and responsibility to represent the interests of all employees in the unit; to
18 present their views to the District on matters of concern either orally or in writing; and to enter collective
19 negotiations with the object of reaching an agreement applicable to all employees within the bargaining
20 unit.

21
22 **Section 4.2.**

23 The Association shall promptly be notified by the District of any disciplinary actions of any employee in
24 the unit in accordance with the provisions of Articles XV and XIX. The Association is entitled to have an
25 observer at hearings conducted by any District official or body arising out of grievance and to make
26 known the Association's views concerning the case.

27
28 **Section 4.3.**

29 The names, addresses, work assignments, and hourly wages of employees in the respective subunits will
30 be made available annually on approximately October 1st to the President of the Association.

31
32 **Section 4.4.**

33 The Association reserves and retains the right to delegate any right or duty contained herein, within the
34 scope of statute, to appropriate officials of the Public School Employees of Washington State
35 Organization. This section applies to, but is not limited to, the following examples: field representative
36 visitation, grievance processing, etc.

37
38 **Section 4.5.**

39 The President of the Association and designated representatives will be provided time off without loss of
40 pay to a maximum of five (5) days per year to attend regional or State meetings when the purpose of those
41 meetings is in the-mutual interests of the District and Association.

42
43 **Section 4.6.**

44 The District shall provide bulletin board space in each school for the use of the Association. The
45 Association shall have the right to post notices of its activities.

1 **Section 4.7. Association Meetings.**

2 With permission of their supervisor, bargaining unit members will be allowed to flex their work shift in
3 order to attend Association Meetings.

4
5 **ARTICLE V**

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7 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

8
9 **Section 5.1.**

10 It is agreed and understood that matters appropriate for consultation and negotiation between the District
11 and the Association are policies, programs, and procedures relating to or affecting hours, wages,
12 grievance procedures and general working conditions of employees in the bargaining unit subject to this
13 Agreement.

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17 **ARTICLE VI**

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19 **ASSOCIATION REPRESENTATION**

20
21 **Section 6.1.**

22 The Association representatives shall represent the Association and employees in meeting with officials
23 of the District to discuss appropriate matters of mutual interest. They may receive and investigate to
24 conclusion complaints or grievances of employees on District time and thereafter advise employees of
25 rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the
26 grievances or complaints. They may not, however, continue to advise the employee on courses of action
27 after the employee has indicated that he or she does not desire to pursue a grievance. The Chapter will
28 only be able to continue the grievance after a majority vote of the Executive Board and notification to the
29 District. They may consult with the District on complaints without a grievance being made by an
30 individual employee.

31
32 **Section 6.2.**

33 Time during working hours will be allowed Association representatives for attendance at meetings with
34 the District. Time will also be allowed for representatives to discuss grievances with employees.
35 Association representatives will guard against the use of excess time in the handling of such matters.

36
37 **Section 6.3.**

38 Visitation rights shall be granted to the designated representative of the Public School Employees of
39 Washington to visit with employees in the appropriate bargaining units for purposes of grievance
40 procedures and/or general information data. The visiting delegate shall notify the School District of
41 his/her arrival. The visitation rights shall not interfere with the employees normal work routine.

42
43 **Section 6.4.**

44 The Association shall provide the District with sufficient copies of the current agreement and PSE
45 member packets to provide to each employee at the time of hire.

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ARTICLE VII
HOURS OF WORK

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Section 7.1.

Each employee shall be assigned to a definite shift with designated times of beginning and ending.

Section 7.2.

A regular work shift will consist of eight and one-half (8 1/2) hours including a mutually agreed upon uninterrupted thirty (30) minute unpaid lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Twelve (12) month employees, with approval of the Superintendent or designee, may be allowed to arrange their shifts to reflect non-regular shifts during the summer break.

Section 7.3.

Any shift of six (6) or more hours, but less than eight and one-half (8 1/2) hours receive an unpaid thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also receive a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of the shift as is practicable.

Section 7.4.

Any shift of three (3) or more hours, but less than six (6) hours shall receive a fifteen (15) minute rest period as near the middle of the shift as practicable. Employees working less than a three (3) hour shift shall receive no rest period.

Section 7.5.

The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 7.6.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and his supervisor. In the event the District requires an employee to forego his lunch period and the employee works his entire shift, including the lunch period, he shall be compensated for the foregone lunch period.

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ARTICLE VIII
OVERTIME

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Section 8.1.

All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's base hourly rate. An employee may have the option of taking comp time in lieu of overtime pay.

1
2 **Section 8.1.1.**

3 Compensatory time must be used within thirty (30) calendar days from the date earned unless an
4 extension is mutually agreed to by employee and supervisor.
5

6 **Section 8.2.**

7 All hours worked on the sixth (6th) and seventh (7th) consecutive day shall be compensated at the rate of
8 one and one-half (1½) times the employee's base hourly rate.
9

10 **Section 8.3.**

11 Employees called back for special service on a regular work day or called on the sixth (6th) or seventh
12 (7th) consecutive day shall receive no less than two (2) hours pay per call at the appropriate rate.
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15 **ARTICLE IX**

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17 **HOLIDAYS**
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20 **Section 9.1.**

21 All employees shall receive the following paid holidays that fall within their work year:
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|--|---------------------------|
| 23 1. Labor Day | 7. New Years Day |
| 24 2. Veterans Day | 8. Martin Luther King Day |
| 25 3. Thanksgiving Day | 9. Presidents Day |
| 26 4. Day after Thanksgiving/ <u><i>Native American Heritage Day</i></u> | 10. Memorial Day |
| 27 5. Day before Christmas | 11. Independence Day |
| 28 6. Christmas Day | |
- 29

30 **Section 9.2. Worked Holidays.**

31 Employees who are required to work on the above described holidays shall receive double time.
32

33 **Section 9.3. Holidays During Vacation.**

34 Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra
35 day of vacation with pay in lieu of the holiday as such.
36

37 **Section 9.4. Floating Holiday.**

38 Employees will receive a non-paid Floating Holiday for every day the calendar year exceeds 260 days.
39 This Floating Holiday will be taken at the discretion of the employee on any day that school is not in
40 session. This day will be scheduled with approval of the immediate supervisor at least one (1) week in
41 advance. This section applies to 260 day employees only.
42

43 ***Section 9.5. Holiday for Reason of Faith or Conscience.***

44 ***Employees are entitled to two (2) unpaid holidays per year for reason of faith or***
45 ***conscience or an organized activity conducted under the auspices of a religious***
46 ***denomination, church, or religious organization. The employee may select the days on***
47 ***which the employee desires to take the two (2) unpaid holidays after consultation with***

1 their supervisor. If an employee prefers to take the two (2) unpaid holidays on specific
2 days for the above reasons, the employer must allow the employee to do so unless the
3 employee's absence would impose an undue hardship on the employer.

4
5 Employees will submit an "Unpaid Holiday" request to their immediate supervisor five
6 (5) workdays in advance of the requested unpaid holiday. No more than two (2)
7 employees per worksite/building may be absent for an unpaid holiday on any given
8 day. The following restrictions shall apply:

- 9 1. Shall not be used the two weeks prior to school starting, the first
10 two weeks of school or the last two weeks of school.
- 11 2. Shall not be used to extend vacations, breaks, or holiday; or
- 12 3. As vacation days; or
- 13 4. To shorten the employee's school year.

14
15 However, an employee may submit a written request to the Superintendent for unpaid
16 leave which falls in conjunction with #1, #2 or #4 if the reason of faith or conscience is
17 so scheduled. The decision to grant a request for unpaid holiday time for #1, #2 or #4
18 will be at the sole discretion of the Superintendent.

22 A R T I C L E X

24 L E A V E S

26 Section 10.1. Sick Leave.

27 Section 10.1.1.

28 Each employee shall accumulate one (1) day of sick leave for each calendar month worked;
29 provided, however, that no employee shall accumulate less than ten (10) days of sick leave per
30 school year. An employee who works eleven (11) working days in any calendar month will be
31 given credit for the full calendar month. Sick leave shall be vested when earned and may be
32 accumulated up to a maximum of one hundred eighty (180) days entitlement. The District shall
33 project the number of annual days of sick leave at the beginning of the school year according to
34 the estimated calendar months the employee is to work during that year. The employee shall be
35 entitled to the projected number of days of sick leave at the beginning of the school year;
36 however, if the full year is not worked, benefits will be prorated based on the accumulation rate
37 of one (1) day per month. Sick leave benefits shall be paid on the basis of base hourly rate
38 applicable to the employee's normal daily work shift; provided, however, that should an
39 employee's normal daily work shift increase or decrease subsequent to an accumulation of days
40 of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily
41 work shift at the time the sick leave is taken, and the accumulated benefits will be expended on
42 an hourly rather than a daily basis.

1 **Section 10.1.1.A.**

2 First year, new hires, will accumulate sick leave days on a pro-rata month to month
3 basis for the first year only. This does not apply to new hires, who have transferred sick
4 leave benefits from another school district.

5
6 **Section 10.1.2. Sick Leave Attendance Incentive Program.**

7 In January of the year following any year in which a minimum of sixty (60) days of leave for
8 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
9 option to receive remuneration for unused leave for illness or injury accumulated in the
10 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
11 four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for
12 illness or injury for which compensation has been received shall be deducted from accrued
13 leave for illness or injury at the rate of four (4) days for every one (1) day's monetary
14 compensation.

15
16 **Section 10.1.3.**

17 At the time of separation from school district employment, an eligible employee or the
18 employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary
19 compensation for each four (4) full day's accrued leave for illness or injury. An eligible
20 employee means:

- 21 A. Employees who separate from employment due to retirement or death;
- 22
23 B. Employees who separate from employment and who are at least age fifty-five (55) and
24 have at least ten (10) years of service in SERS 3;
- 25 C. Employees who separate from employment and who are at least fifty-five (55) and have at
26 least fifteen (15) years of service in SERS 2.

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28
29 **Section 10.2. Bereavement Leave.**

30 Each employee shall be entitled to a maximum of five (5) days leave per occurrence with pay for absence
31 caused by death to an employee's child, spouse, parent, step-parent, grandparent, grandchild, sibling, or
32 parent-in-law. One (1) day shall be granted for a co-worker, friend, or other family member. Such
33 bereavement leave shall not be deducted from sick leave.

34
35 **Section 10.3.**

36 Illness, injury and emergency leave is accumulative to the number of days in each employee's work year,
37 and is transferable from one district to another in the State of Washington. Compensation for the days of
38 leave shall be at the daily rate the person would have earned had the employee been in service in this
39 District.

40
41 **Section 10.4. Personal Leave.**

42 The District shall grant two (2) days personal leave per year at full pay. Personal leave is contingent upon
43 availability of substitutes. No more than two (2) members, in any one (1) building, can be on personal
44 leave at the same time, except as approved by administration. The employee will give the District two (2)
45 days advance notice when taking a personal leave day when possible. Employees unable to use all of
46 their personal leave days may carry over leave to the following year for a maximum of four (4) days in a
47 given work year

1 **Section 10.5. On The Job Injury and Leave.**

2 When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-
3 job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may
4 elect to use leave as follows (provided the employer does not elect to keep the employee on full salary
5 through means other than use of accrued leave):

- 6 A. Choose unpaid leave thus receiving only his/her entitled temporary total disability (TTD) benefit
7 payment from the District's industrial insurance; or
8 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in additional to
9 their entitled TTD benefits; or
10 C. Elect to use proportionate share of accumulated leave to make up the difference between the
11 workers' compensation payments and the employee's regular pay at the time of injury.

12
13 **Section 10.6. Maternity Leave. For employees not qualifying for FMLA.**

14 Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such
15 time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave may,
16 at their option, be allowed compensation for maternity leave in accordance with Section 10.1 above.
17 Before returning to work, the employee must be certified by her physician as ready and able to return.

18
19 **Section 10.6.1. Paternity Leave. For employees not qualifying for FMLA.**

20 A male employee, upon request, shall be granted a maximum of five (5) days leave, on or about
21 the date of his child's birth. Such leave is deducted from sick leave. An employee may request
22 additional days by submitting a written application to the Superintendent or designee.

23
24 **Section 10.6.2. Adoptive/Foster Leave. For employees not qualifying for FMLA.**

25 Up to sixty (60) days non-paid leave shall be granted an employee who adopts a child or has a
26 foster child placed with them. The employee shall submit a written request to the
27 Superintendent or designee. The District shall be notified when adoption/foster proceedings
28 have begun and the leave shall begin at a natural break in the school year or on a mutually
29 agreed upon date. At the discretion of the District, adoption/foster leave may extend up to sixty
30 (60) additional days. The exact date of the employee's return will be determined in
31 consultation with the Superintendent and the employee's immediate supervisor.

32
33 **Section 10.7. Emergency Leave.**

34 Each employee shall be entitled to use three (3) days of sick leave as paid emergency leave for
35 problems requiring an employee's personal attention. Such problems must be suddenly precipitated
36 and preplanning not possible or preplanning cannot remove the necessity of the employee's absence. If
37 time permits, emergency leave should be approved by the Superintendent or his designee prior to use.

38
39 **Section 10.8 Judicial Leave.**

40 In the event an employee is summoned to serve as a juror or is named as a codefendant with the District,
41 such employee shall be granted leave of absence with pay. In the event that an employee is a party in a
42 court action, such employee may request an appropriate leave. Payments from the court to the employee
43 who serves as a juror are no longer considered "compensation", but are viewed as "expense payments"
44 and may be kept by the employee.

1 **Section 10.9.**

2 Whenever there is a question arising relative to the employee's physical fitness to work or the
3 reasonableness of the period for recovery requested, the employee may be asked to provide a
4 recommendation from his or her physician.

5
6 **Section 10.10.**

7 The above leaves may be extended by arrangement with the Superintendent if he/she feels conditions
8 would warrant such extension. In case of an extension being granted, the salary of the substitute
9 employee may be deducted from the employee's salary.

10
11 **Section 10.11. Family and Medical Leave Act.**

12 Federal law (FMLA) and the Washington Family Care Act (WFCA) guarantee eligible employees of the
13 Manson School District up to twelve (12) weeks of unpaid (or paid per Section 10.11.3.), job-protected
14 leave for reasons listed in Section 10.11.2 below.

15
16 **Section 10.11.1. Eligibility.**

17 Employees who have worked for the District for a period of twelve (12) months and have
18 accrued one thousand, two hundred and fifty (1,250) hours of service during that twelve (12)
19 month period are eligible for this leave.

20
21 **Section 10.11.2. Leave Reasons.**

22 There are four (4) reasons for which Family and Medical Leave may be granted under the FMLA:

- 23 1. For incapacity due to pregnancy, pre-natal medical care, or childbirth;
- 24 2. To care for the employee's child after birth, or placement for adoption or foster care;
- 25 3. To care for the employee's spouse, son/daughter, or parent, who has a serious health
26 condition;
- 27 4. For a serious health condition that makes the employee unable to perform the employee's
28 job.

29
30 **Additional Reason – Military Family Leave Entitlements.**

31 Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty
32 status in the National Guard or Reserves in support of a contingency operation may use their
33 twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying
34 exigencies may include attending certain military events, arranging for alternative childcare,
35 addressing certain financial and legal arrangements, attending certain counseling sessions, and
36 attending post-deployment reintegration briefings.

37
38 FMLA also includes a special leave entitlement that permits eligible employees to take up to
39 twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12)
40 month period. A covered service member is a current member of the Armed Forces, including a
41 member of the National Guard or Reserves, who has a serious injury or illness incurred in the line
42 of duty on active duty that may render the service member medically unfit to perform his or her
43 duties for which the service member is undergoing medical treatment, recuperation, or therapy; or
44 is in outpatient status; or is on the temporary disability retired list.

45
46 **Section 10.11.3. Conditions.**

- 47 1. Employees are eligible to receive a total of twelve (12) weeks of leave per year for family
48 and/or medical leave. The District shall grant, at the employee's request, the use of

1 accrued sick leave, personal days or vacation time prior to placing the employee on unpaid
2 leave.

- 3 2. The District reserves the right to require the employee to take leave in a block when being
4 used for birth, adoption, or placement of a foster child. The entitlement to this leave ends
5 twelve (12) months following the birth, adoption, or placement.
- 6 3. Medical leave may be taken intermittently based upon the health care provider's
7 recommendation and/or the ability of the employee to perform the duties of the job.
- 8 4. The District may request that the employee on intermittent leave assume an alternate
9 position if the employee is qualified, the position has equal pay and benefits, and the
10 alternate position better accommodates the leave.
- 11 5. Employees who have been granted leave under this policy are guaranteed a return to their
12 former position or a position with equivalent benefits, pay, and terms of employment.
13 Reinstatement may be denied in the event of a reduction in force. The employee on leave
14 will be subject to the terms of the contractual agreement between the Association and the
15 District.
- 16 6. Vacation, sick, and personal leave will not accrue during the duration of the leave.

17
18 **Section 10.11.4. Employee Responsibilities.**

- 19 1. In the event of the birth, adoption, or foster placement, thirty (30) days prior notice will be
20 required when practical.
- 21 2. For medical care, the employee will give thirty (30) days prior notice, unless medical
22 conditions preclude this from happening. Further, if an employee is on a reduced
23 schedule, he/she may be asked to make all reasonable efforts to arrange treatment so as to
24 not disrupt the normal operation of the District.

25
26
27 **Section 10.11.5. Exclusions/Limitations.**

28 In the event that the District employs spouses, the total leave between both cannot exceed
29 twelve (12) weeks in any twelve (12) month period.

30
31 **Section 10.11.6. Certification of a Serious Health Condition.**

32 When an employee seeks medical leave to care for a family member or address his/her own health
33 needs, the District may require a signed statement from a health care provider to verify the need
34 for treatment, care or supervision for any absence which exceeds five (5) consecutive working
35 days. The following certification may be required:

- 37 1. The date on which the condition commenced.
- 38 2. Probable duration of the condition.
- 39 3. Medical facts from the health care provider.
- 40 4. When the leave is to care for a family member, an estimate as to the amount of time
41 needed.
- 42 5. In the event the employee is not able to return to perform and fulfill his/her
43 responsibilities, medical verification will be required. The District reserves the right to
44 seek a second (2nd) or third (3rd) opinion, at Districts expense.

45
46 **Section 10.11.7. Health Care Benefits.**

47 The District will maintain employee health care benefits at its expense during the duration of the
48 leave. However, in the event that the employee does not return from leave for a reason other than

1 continuation or reoccurrence of a serious health condition, the onset of a new serious health care
2 condition, or circumstances beyond the control of the employee, the District may exercise its right
3 to recover premium costs.
4

5 **Section 10.12. Sick Leave Sharing.**

6 All voluntary leave sharing shall be in strict compliance with current RCW 41.04.665.
7

8 Employees may donate annual sick leave to a fellow employee who is suffering from or has a relative
9 or household member suffering from an extraordinary or severe illness, injury, or physical or mental
10 condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; or a
11 fellow employee who has been called to service in the uniformed services, which has caused or is
12 likely to cause the employee to take leave without pay or terminate his or her employment.
13

14 **Section 10.12.1. Status of Leave Employee.**

15 While an employee is on leave under the conditions of Section 10.12, he/she shall receive all
16 the rights in respect to wages and benefits normally received if using accrued sick leave.

17 Payment of donated sick leave shall be in accordance with state statutes, rules and regulations.
18

19 A. District employees may donate leave as follows:

- 20 1. A staff member who has an accrued annual leave balance (vacation) of more than
21 ten (10) days may request that the superintendent transfer a specified number of days
22 to another staff member authorized to receive shared leave, or to the district's annual
23 leave pool. A staff member may not request leave to be transferred that would result
24 in an accrued annual leave balance of fewer than ten (10) days.
25
- 26 2. A staff member who does not accrue annual leave but who has an accrued sick leave
27 balance of more than twenty-two (22) days may request that the superintendent
28 transfer a specified amount of sick leave to another staff member authorized to
29 receive such leave, or to the district's sick leave pool.
30
- 31 3. A staff member may not request a transfer that would result in an accrued sick leave
32 balance of fewer than twenty-two (22) days. Sick leave as defined in RCW
33 28A.400.300 means leaves for illness/injury emergencies.
34
- 35 4. The number of leave days transferred shall not exceed that amount authorized by the
36 donating staff member.
37
- 38 5. Any leave donated by staff members which remains shall be returned to the donor.
39 To the extent administratively feasible, leave transferred by more than one staff
40 member shall be returned on a pro-rata basis.

41 B. Leave shall be calculated on the donating employee's hourly rate divided by requesting
42 employee's hourly rate.
43
44

45 **ARTICLE XI**

46 **LEAVE OF ABSENCE**
47
48

1 **Section 11.1.**

2 Upon recommendation of the immediate supervisor through administrative channels to the
3 Superintendent, and upon approval of the Board of Directors, an employee may be granted an extended
4 leave of absence for a period not to exceed one (1) year. Sixty (60) days prior to the expiration of the
5 leave period employees will notify the District of their intention to return or not to return.
6

7 **Section 11.2.**

8 The returning employee will not necessarily be assigned to the identical position occupied before the
9 leave of absence. However, the employee shall be reinstated to a position equivalent in duties and salary
10 to that held at the time the request for leave of absence was approved.
11

12 **Section 11.3.**

13 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of
14 absence. However, vacation credits, seniority and sick leave shall not accrue while the employee is on
15 leave of absence.
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19 **ARTICLE XII**

20 **VACATIONS**

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22
23 **Section 12.1.**

24 Employees will be granted vacation credit as follows: Upon completion of the first year of service with
25 the District each full-time employee shall be granted ten (10) days paid vacation per year. Upon
26 completion of the sixth (6th) year of service with the District each full-time employee shall be granted one
27 (1) additional day of paid vacation for each additional year of service to a maximum of twenty (20) days
28 paid vacation per year.
29

30 A full-time employee as used in this Agreement to calculate vacation benefits shall be defined as an
31 annual employee scheduled to work twelve (12) months per year (2,080 hours/year). Vacation benefits
32 for employees working less than eight (8) hours per day but twelve (12) months/year will be prorated
33 based on an eight (8) hour day.
34

35 **Section 12.2.**

36 It is mutually agreed that vacations shall be granted at the request of the employee, provided the
37 employee's absence will not disrupt the normal activities of the School District, and provided further, that
38 no employee shall be denied accrued vacation credit due to District employment needs. Employees shall
39 normally request vacations at least five (5) days in advance.
40

41 **Section 12.3.**

42 Employees may accrue vacation credit to a maximum of thirty (30) days.
43

44 Employee must give a two (2) week notice of voluntary termination of employment or forfeit earned
45 vacation pay. In case of emergency, forfeiture would not apply.
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ARTICLE XIII

PROBATION, SENIORITY AND LAYOFF PROCEDURES.

Section 13.1. Hire Date and Seniority Date.

The hire date of an employee in the bargaining unit shall be established as the date on which the employee was hired by the District. Upon request, the District will provide a seniority list by classification to the Chapter President. The seniority date of an employee shall be established as the date on which an employee is hired into any job classification defined in Article I, Section 1.3.

Section 13.2.

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

- A. Resignation;
- B. Discharge for any reason contained in this Agreement;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

Section 13.3.

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; or
- C. Time spent on other authorized leaves of absence, not to exceed one year.

Section 13.4.

Seniority rights shall be effective within the bargaining unit, with first preference to new or open positions, layoff, recall, given to seniority within the general job classification as set forth in Section 1.3, then preference to other qualified employees from other classifications on a seniority basis.

Section 13.4.1.

The employee with the earliest hire date shall have preferential seniority rights regarding shift selection, vacation periods, special services (including overtime), promotions, assignment to new and open positions, layoff and recall.

Section 13.5.

If the district determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee, the District shall set forth in writing to the employee and the association president its reasons why the senior employee has been bypassed.

Section 13.6.

Employees who change job classifications within the bargaining unit shall retain their hire date in the previous classification for a period of three (3) years, notwithstanding that they have acquired a new hire date and a new classification.

1 **Section 13.7.**

2 All new or open positions shall first be posted within the bargaining unit for five (5) workdays. No out-
3 of-district applicants will be considered until after the period of internal posting is completed.
4

5 During the summer months and extended holidays, notice of classified positions will be posted in the
6 District office, on the District website, sent to the President of the Association or designee, and mailed to
7 each employee that has made a previous request in writing for such postings. Postings will be made as
8 soon as positions are available.
9

10 **Section 13.8.**

11 Each new hire shall remain in a probationary status for a period of not more than one-hundred eighty
12 (180) workdays following the hire date. During this probationary period the District may discharge such
13 employee at its discretion.
14

15 **Section 13.9. Seniority Tie.**

16 The seniority of an employee shall be established as of the date on which an employee begins
17 continuous employment (first day of work) within any job classification defined in Article I, Section
18 1.3. If more than one employee begins on the same day, seniority shall be decided with a drawing by
19 lot, to determine position on the seniority list. The Association and all employees so affected shall be
20 notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly
21 and at a time and place which will allow affected employees and the Association to be in attendance.
22

23 **Section 13.10. Layoffs.**

24 When it is necessary to reduce the working force, the following procedures will be followed:

- 25 A. The District shall determine the reductions necessary in any and all job classifications.
- 26 B. After the District determines the level of reduction in the job classifications, the reduction shall be
27 based upon seniority to reach that level (beginning with least senior).
- 28 C. Employees shall be given two (2) weeks written notice prior to layoff.
- 29 D. Employees, whose positions are eliminated shall have the right to “bump” an employee with less
30 seniority within the same job classification.
- 31 E. During the school year the bumping process shall occur within ten (10) workdays from the notice
32 of termination or being laid off.
33

34 **Section 13.11.**

35 In the event of layoff, employees so affected are to be placed on a re-employment list maintained by the
36 District according to layoff ranking (last laid off, first to be considered). Such employees are to have
37 priority over new applicants, with the exception of current employees as provided in Section 13.4, 13.5
38 and 13.7, in filling an opening in the classification held immediately prior to layoff. Names shall remain
39 on the re-employment list for two (2) years.
40

41 **Section 13.12.**

42 Employees on layoff status shall provide the District with their current address and telephone number(s).
43 Employees may also provide a current e-mail address to the District. All information and preference of
44 notification method must be provided in writing to the District office. It is the employee’s responsibility
45 to notify the District, in writing, of any change of address, phone number(s) or e-mail address.
46

1 **Section 13.13.**

2 An employee shall forfeit rights to re-employment as provided in Section 13.11 if the employee does not
3 comply with the requirements of Section 13.12, or if the employee does not respond to the offer of re-
4 employment within five (5) days.

5
6 **Section 13.14.**

7 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other
8 accrued benefits; provided such employee is offered a position substantially equal to that held prior to
9 layoff (loss of no more than thirty (30) minutes per day).

10
11 **Section 13.15.**

12 An employee who resigns will give, by written notice to the Superintendent or designee, two (2) weeks
13 notice of resignation.

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16
17 **ARTICLE XIV**

18
19 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

20
21 **Section 14.1.**

22 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of
23 the Association in good standing shall, as a condition of employment, maintain membership in the
24 Association in good standing during the period of this Agreement.

25
26 **Section 14.2. Association Membership.**

27 All employees subject to this Agreement who are not members of the Association on the effective date of
28 this Agreement, and all employees subject to this Agreement who are hired at a time subsequent to the
29 effective date of this Agreement, shall become members in good standing of the Association within thirty

30
31 (30) days of the hire date, whichever is applicable. Employees shall maintain membership in the
32 Association in good standing during the period of this Agreement.

33
34 The Association, which is the legally recognized exclusive bargaining representative of the classified
35 employees as described in this Agreement, shall have the right to have deducted from the salary of the
36 employees, upon receipt of a signed dues authorization card, an amount equal to the fees and dues
37 required for membership in the Association. The dues authorization card must be signed and delivered to
38 the District office within thirty (30) days of the employee's date of hire.

39
40 **Section 14.3.**

41 The parties recognize that an employee shall have the option of declining to participate as a member in
42 the Association. However, those employees who are not members, but are part of the bargaining unit,
43 shall be required to pay a representation fee to the Association. The representation fee shall be regarded
44 as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent
45 all members of the bargaining unit. The amount of the fee is equivalent to the current agency fee, as
46 determined by the Association not later than December 1 of the instructional year.

1 **Section 14.4.**

2 The District will notify the Association of all new hires within ten (10) working days of the hire date. At
3 the time of hire, the District will inform the new hire of the terms and conditions of this Article.
4

5 **Section 14.5. Religious Non-Association.**

6 Nothing contained in this Agreement shall require Association membership of employees who object to
7 such membership based on bona fide religious tenets or teaching of a church or religious body of which
8 such employee is a member. Such employee shall pay an amount equivalent to normal dues to a
9 nonreligious charity or other charitable organization mutually agreed upon by the employee and the
10 Association.
11

12 An employee seeking to exercise the right to religious non-association will notify the local PSE Chapter
13 President in writing of the desire to do so, with a copy of the notification provided to the employer's
14 payroll office. The notification will state the basis for the employee's assertion of the right of religious
15 non-association, and a nonreligious charity, selected from the PSE state master list of nonreligious
16 charities, to which the employee desires contributions to be made. At the time notification is given, the
17 objecting employee will execute a payroll deduction authorization in favor of the selected charity. If there
18 is a dispute regarding the employee's eligibility for religious non-association, or the charity to which
19 contributions will be paid, the employer shall commence withholding PSE dues which the employee
20 would otherwise be obligated to pay and these dues shall be held, by the employer until the dispute is
21 resolved. Upon resolution, the amounts will be paid over to the appropriate entity. If the employee and
22 the Association cannot agree, the dispute shall be resolved by the Public Employees Relation Commission
23 (PERC) pursuant to RCW 41.56.122.
24

25 **Section 14.6. Political Action Contributions.**

26 The District shall upon receipt of a written authorization form that conforms to legal requirements, deduct
27 from the pay of such bargaining unit employees the amount of contributions the employee voluntarily
28 chooses for deduction for political purposes and shall transmit the same to PSE on a check separate from
29 the PSE dues transmittal check. Section 14.8 of the Collective Bargaining Agreement shall apply to these
30 deductions. The employee may revoke the request at any time. At least annually, the employee shall be
31
32 notified by the Association about the right to revoke the request. At the start of each school year, at the
33 request of PSE, the District shall provide the President of the Association with the employee's names.
34

35 **Section 14.7. Deductions and Transmittal of Dues.**

36 The District shall deduct PSE dues, representation fee or voluntary political contributions from the pay of
37 all employees after authorization of such deductions in writing pursuant to RCW 41.56.110. The District
38 shall transmit all such funds deducted to the Treasurer of the Public School Employees of
39 Washington/SEIU Local 1948 on a monthly basis.
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ARTICLE XV

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 15.1.

The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 15.1.1. Progressive Discipline.

~~The following actions shall be considered to be disciplinary actions. The District agrees to follow the principles of progressive discipline, except in cases of serious misconduct.~~

~~A. Oral Reprimand~~

~~B. Written Reprimand~~

~~C. Suspension (with or without pay); and~~

~~D. Discharge~~

- **Pre-Discipline: Informal supervisory counseling and restatement of expectations. A verbal warning is documented, is not part of the employee's personnel file and is part of the supervisor's working file.**
- **Written Reprimand: Begins documentation of disciplinary action and shall inform the employee of consequences. This step/document is part of the employee's personnel file.**
- **Suspension (either short term or long term).**
- **Recommendation for discharge from employment.**

Section 15.2.

Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct occurring after the expiration of the school year.

Section 15.3.

Any employee discharged for just cause shall be given a written statement of the cause of discharge at the time of the discharge or within five (5) work days. The District shall provide a copy to the Chapter President.

ARTICLE XVI

EMPLOYEE EVALUATIONS

Section 16.1.

Employees shall be evaluated annually, no later than May 31. Evaluations shall include input from their immediate supervisors.

The employee's performance in the "does not meet expectations level" category shall be reviewed in a conference with the employee and may include, at the employees discretion, a representative of the

1 Association, and the immediate supervisor, every thirty (30) days until such time as the “does not meet
2 expectations level” performance has been corrected or discharge proceedings have been instituted. A
3 written statement of the matters reviewed at each conference and a written statement acknowledging that
4 the “does not meet expectations level” performance has been corrected will be attached to the evaluation
5 at issue.

6
7 **Section 16.2.**

8 ~~Employees shall be evaluated on the attached evaluation forms. (Schedule B)~~

9
10 **Section 16.3.16.2.**

11 Probationary employees shall be evaluated prior to the expiration of their probationary period.

12
13 **Section 16.4.16.3. Personnel Files.**

14 Classified employees shall have the right to review their personnel file by making an appointment for
15 such purpose through the office of the Superintendent.

16
17 Each classified employee shall have the right to review, initial, copy, and attach his/her own comments
18 to evaluations or other material made a part of his/her personnel file.

19
20 Personnel files of classified employees are confidential. Personnel files shall be available for inspection
21 only to supervisory personnel, employee, and the employee's duly authorized representative.

22
23 There shall be only one (1) personnel file, which shall be kept in the office of the Superintendent.

24
25 Copies of all material placed in an employee's personnel file shall be given to the employee when
26 prepared.

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ARTICLE XVII
INSURANCE AND RETIREMENT

34 **Section 17.1.**

35 The District shall contribute towards payment of monthly premiums of all employees enrolled in a
36 District approved group insurance.

37
38 **Section 17.2.**

39 The District shall make required contributions to the NCW Workers’ Compensation Trust on behalf of all
40 employees subject to this Agreement.

41
42 **Section 17.3.**

43 The District shall make contributions to the North Central Unemployment Cooperative requisite to
44 providing unemployment benefits for all employees subject to this Agreement.

1 **Section 17.4.**

2 In determining whether an employee subject to this Agreement is eligible for participation in the
3 Washington State Public Employees' Retirement System (PERS), or in the Washington State School
4 Employee's Retirement System (SERS), the District shall report all hours worked, whether straight
5 time, overtime, or otherwise.
6

7 **Section 17.5.**

8 All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan
9 sponsored by the Public School Employees of Washington. On receipt of a written authorization by an
10 employee, the District shall make the requisite withholding adjustments and deductions from the
11 employee's salary.
12

13 **Section 17.6.**

14 Employees will receive the state insurance benefit allocation based upon their individual FTE. Insurance
15 benefits are pooled and prorated ~~for~~ **for September payroll and prorated for September payroll and repooled**
16 **and prorated for October payroll and February payroll of each year** ~~12th and February of each year.~~
17 (One FTE = 1,440 hours.) Insurance shall commence/terminate the month following their hire date and
18 one (1) month after their ~~termination/retirement~~ **separation from employment. A copy of the calculated**
19 **pool distribution will be provided to the Association President within thirty (30) days after completion.**
20

21 The state insurance benefit allocation is defined as the amount of insurance assigned per month per FTE
22 according to the funding formula.
23

24 For the term of this Agreement, the District will pay ten dollars (\$10.00) per month per FTE and the
25 employee the remainder of the HCA rebate.
26

27 **Section 17.6.1. Health Insurance Pooling Contributions.**

28 **For the 2015-2016 school year, the District shall contribute fifteen thousand (\$15,000.00) dollars**
29 **into the health insurance pool, for the 2016-2017 school year, the District shall contribute twenty**
30 **thousand (\$20,000.00) dollars into the health insurance pool and for the 2017-2018 school year, the**
31 **District shall contribute twenty five thousand (\$25,000.00) dollars into the health insurance pool.**
32 **If there are any mandated changes to health care insurance benefits, Section 23.3 shall apply.**
33
34
35

36 **ARTICLE XVIII**

37 **POSITION DESCRIPTIONS**

38 **Section 18.1.**

39 Upon request, the District will provide the Association with complete job descriptions for all employees
40 subject to this Agreement.
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43 **Section 18.2.**

44 The District will provide the Association with such amendments, changes, and additions to job
45 descriptions as they may from time to time occur.
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ARTICLE XIX
GRIEVANCE PROCEDURE

Section 19.1.

Grievances or complaints arising between the District and its employees within the bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or application of the terms and conditions of this Agreement, shall be resolved in strict compliance with this Article.

Section 19.2. Grievance Steps.

Section 19.2.1.

Employees shall first discuss the grievance with his immediate supervisor. If the employee wishes, he may be accompanied by an Association representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid and subject to no further processing.

1 **Section 19.2.2.**

2 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
3 subsection, the employee shall reduce to writing a statement of the grievance containing the
4 following:

- 5
- 6 A. The facts on which the grievance is based;
 - 7 B. A reference to the provisions in this Agreement which have been allegedly violated; and
 - 8 C. The remedy sought.
- 9

10 The employee shall submit the written statement of grievance to the immediate supervisor for
11 reconsideration and shall submit a copy to the official in the Administration responsible for
12 personnel. The parties will have five (5) workdays from submission of the written statement of
13 grievance to resolve it by indicating on the statement of grievance the disposition. If an
14 agreeable disposition is made, all parties to the grievance shall sign it.

15 **Section 19.2.3.**

16 If no settlement has been reached within the five (5) days referred to in the preceding
17 subsection, and the Association believes the grievance to be valid, a written statement of
18 grievance shall be submitted within fifteen (15) working days to the district Superintendent or
19 his designee. After such submission, the parties will have ten (10) working days from
20 submission of the written statement of grievance to resolve it by indicating on the statement of
21 grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall
22 sign it.

23 **Section 19.2.4.**

24 If no settlement has been reached within the ten (10) days referred to in the preceding
25 subsection, the employee may continue the grievance to arbitration provided written
26 notification is provided to the Superintendent within twenty (20) days after the employee's
27 receipt of the Superintendent's response in the prior

28
29
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31 The grievance which may only arise out of or relate to the interpretation or the application of
32 this Agreement shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of
33 the American Arbitration Association. If mutually agreed, the parties may submit under other
34 rules.

35
36 The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall
37 issue his/her decision within thirty (30) days after the conclusion of testimony and arguments.

38
39
40 Expenses of the arbitrator shall be split equally between the District and PSE. Each party shall
41 be responsible for compensating its own representative(s) and witnesses.

42
43 Arbitration hearings shall take place whenever possible on school time. Employees shall not
44 lose pay when required to attend arbitration hearings.

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47
48 **ARTICLE XX**

1
2 **TRANSFER OF PREVIOUS EXPERIENCE**
3

4 **Section 20.1.**

5 Any new hire who had just previously been employed by any School District in the State of Washington,
6 and is hired to perform work similar to that in which previously engaged, shall be given longevity credits
7 in the District in accordance with this Article.

8
9 **Section 20.2.**

10 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A, except
11 the seniority provisions.

12
13 **Section 20.3.**

14 The District, in consultation with the Association President, may award longevity steps on Schedule A to
15 new employees who have prior, related work experience other than Washington State School District
16 Experience. Under no circumstances will a new employee be placed higher than step three on
17 Schedule A. In the event an agreement between the District and PSE cannot be reached, the new
18 employee will be placed at Step 1 on Schedule A.
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20
21

22 **ARTICLE XXI**

23
24 **SALARIES AND EMPLOYEE COMPENSATION**
25

26 **Section 21.1.**

27 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
28 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
29 worked, and rates paid with each paycheck.
30

31 **Section 21.2.**

32 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
33 Schedule A attached hereto and by this reference incorporated herein.
34

35 ***For the 2015-2016 school year, all steps on Schedule A shall be increased by three (3%) percent.***

36 ***For the 2016-2017 school year, all steps on Schedule A shall be increased by one and eight tenths***
37 ***(1.8%) percent.***

38
39 ***For the 2015-2016 school year, all longevity steps shall be increased by ten (\$0.10) cents.***

40 ***For the 2016-2017 school year, all longevity steps shall be increased by ten (\$0.10) cents.***

41 ***For the 2017-2018 school year, all longevity steps shall be increased by ten (\$0.10) cents.***
42

43 **Section 21.2.1.**

44 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the
45 terms and conditions of Article XXII, Section 22.3. Should the date of execution of this
46 Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive
47 to the effective date.
48

1 **Section 21.2.3.**

2 Incremental steps, where applicable, shall take effect on September 1 of each year during the
3 term of this Agreement (~~through 2014-2015~~); provided, the employee has been actively
4 employed ~~continuously~~ for at least one-half (½) of the previous employment year.

5 **Section 21.3.**

6 Any employee required to travel from one site to another in a private vehicle during working hours shall
7 be reimbursed for such travel on a per mile basis at the rate of current State reimbursement-**provided a**
8 **district vehicle is not available.**

9
10 **Section 21.4.**

11 It is mutually agreed that where extended travel and expense to the employee is involved, the employee
12 shall be reimbursed for reasonable food and lodging expenses.

13
14 **Section 21.5. Professional Development for Classified Employees.**

- 15
16 A. In the ~~2011-2012~~**2015-2016** school year, the district shall make available ~~two hundred fifty~~
17 (~~\$250.00~~)**one thousand (\$1,000.00)** dollars in professional development funds to classified
18 employees. In the ~~2012-2013~~**2016-2017** school year, the district shall increase the staff
19 development fund amount to ~~five hundred (\$500.00)~~**one thousand, two hundred and fifty**
20 **(\$1,250.00)** dollars, ~~in the 2013-2014 school year the district shall increase the staff~~
21 ~~development fund amount to seven hundred, fifty (\$750.00) dollars and in the 2014-2015~~**2017-**
22 **2018** school year the district shall increase the staff development fund amount to one thousand,
23 **five hundred (\$1000.00) (\$1,500.00)** dollars. Unused funds shall be carried forward to the
24 following year.
- 25
26 B. ~~Individual members will make application~~**PSE employees shall use the Professional**
27 **Development application** to utilize the funds.
- 28
29 C. A joint committee ~~of~~**consisting of** PSE and district representatives shall decide to whom the
30 funds will be awarded **and the amount awarded.**
- 31
32 D. The funds may be used for **the following:** tuition, credit and course fees, ~~and~~ applicable travel
33 expenses, **lodging and possible substitute cost** which PSE members may incur in their
34 continuing education/training efforts.
- 35
36 E. Salary to the member will be paid if the training occurs during their regular working hours.
37 Member-selected professional development outside of normal working hours will not be paid.
- 38
39 F. Employees earning compensation under the previous contract standards will be
40 grandfathered until leaving employment with the district.
- 41
42 G. Travel and training costs will be provided if training is required by the District. ~~Salary~~ **The**
43 **employee's wages** will be paid if training takes place outside of regularly scheduled hours.

44
45 **Section 21.6.**

46 In the event that classified employees are required to attend staff meetings, staff development, or
47 curriculum meetings by the principal, or if they voluntarily request to attend these meetings and receive
48 approval by the administration, they will be compensated at their hourly rate.

1
2 **Section 21.7. Planning/Prep Time.**

3 It is expected that coordination between Para educators and their supervising teacher will be done on duty
4 time not during lunch or rest periods.

5 **Section 21.8.**

6 Employees transferring from one (1) classification to another shall be placed at the step closest to their
7 current hourly base rate without reducing their hourly rate.

8
9 **Section 21.9.**

10 Employees substituting in a higher paid position will automatically receive one (\$1.00) dollar per hour
11 above their base pay. Prior approval is not required if substitution will not exceed three (3) work days.

12 ***Any employee requested to work in a lower paid position shall receive their regular rate of pay.***

13
14 **Section 21.10. License Fees.**

15 The District will pay all license fees for employees required to apply chemicals. The employee agrees
16 to keep the license current.

17
18 **Section 21.11.**

19 The District shall provide to the bus mechanic, three-hundred (\$300.00) dollars per year for the
20 purchase of necessary tools and protective/safety wear. The tools shall be property of the school
21 District.

22
23 ***Section 21.12. Food Handlers Permit.***

24 ***The District shall pay the fee for current food service employee's food handlers permits.***

25
26
27 **ARTICLE XXII**

28
29 **TRANSPORTATION**

30
31
32 **Section 22.1.**

33 This Article defines hours of work and trips taken specific to Manson School District Transportation.

34
35 **Section 22.2. Trip Rotation.**

36 Forty (40) hour a week employees are not eligible to be included in the trip rotation unless at District
37 request.

38
39 **Section 22.3. Extra Trips.**

40 Trips will be offered no later than ten (10) workdays before the trip will occur, when possible.

41 Assignments for trips will be made using a rotation system based on the seniority list which allows all
42 bus drivers the opportunity to select trips.

43
44 **A. Procedure:**

- 45 1. The Transportation Supervisor will use a perpetual rotating schedule in assigning these
46 trips.
47 2. Should a driver "pass" during the rotation, then they must wait until it is their turn again in
48 the rotation before they will be able to take another trip.

- 1 3. If a trip is turned down by all the drivers (using the rotation system), it will be offered to all
2 substitute drivers. Trips will be assigned to a substitute driver no sooner than ten (10)
3 working days in advance, when possible.
- 4 4. If a trip is not taken by a driver or substitutes, then the District retains the right to assign
5 trips. Such trips will be done using a rotation system; however, in this case the least senior
6 driver will be assigned the first trip, the second least senior driver the next trip, etc.
- 7 B. The bus driver extra trip rate and the Saturday/Sunday trip rate shall be subject to the
8 negotiated percentage applied to salaries.

9
10 **Section 22.3.1.**

11 **For extra trips of sixteen (16) or fewer students/passengers, the District may use vehicles other than**
12 **school buses. Non-transportation employees may drive the District vehicle(s) in accordance with**
13 **District policy and state law. All other extra trips shall use District school buses and be assigned to**
14 **transportation drivers per the agreed upon trip rotation policy.**

15
16 **Section 22.4. In-District Trips Definition.**

17 Extra trips which are from the Manson School District to the city limits of Chelan and easterly to the
18 Beebe Bridge (both sides) and westerly to Lakeside Park. These trips **(including Saturday/Sunday**
19 **trips)** will be paid at the regular hourly pay rate.

20
21 If a driver return their bus to the bus barn and is off duty between driving periods, and returns to take a
22 trip, and the driving time is less than two (2) hours, the driver will be paid a minimum of two (2) hours
23 at the regular hourly pay rate. If the driver does not return their bus to the barn and remains on duty,
24 then the trip will be viewed as an extension of duty and actual time will be paid at the regular hourly
25 rate, even if the trip is less than two (2) hours.

26
27 **Section 22.5.**

28 All trips that do not put the driver into overtime status will be assigned by seniority within the rotation
29 roster. During the trip a driver is provided a one-half (1/2) hour duty free meal if all possible. A driver
30 will not be paid for off duty hours. Off duty – meaning that at the end of the day, the driver would be
31 off duty until engaged to work the next day. Bus drivers will be paid while on duty, which would
32 include being responsible for children on the bus. A bus driver relieved of his/her duty will not be paid
33 until called back into duty. Bus drivers will be compensated at one and one-half (1 ½) times the
34 applicable rate for all hours worked in excess of a forty (40) hour work week.

35
36 **Section 22.6.**

37 Drivers that are on a trip shall be paid the regular rate of pay for their regularly scheduled hours. Any
38 hours beyond their regularly scheduled hours will be paid at the trip rate of pay.

39
40 **Section 22.7.**

41 In the event that an extra trip is canceled, the District will notify the scheduled driver of the
42 cancellation. Should the driver report to work without being notified of the cancellation, the driver will
43 receive two (2) hours pay at the driver's regular rate.

44
45 **Section 22.8.**

46 Drivers will be paid their regular rate for attendance at special student discipline related meetings as
47 requested by the Transportation Supervisor.

1 **Section 22.9.**

2 Shifts shall be established for Transportation personnel in relation to the route and driving times
3 necessary to fulfill tasks assigned by the Transportation Supervisor. Bus drivers will receive one-half
4 (1/2) hour pay per day for bus warm-up and clean-up in addition to their regular driving time.
5

6 Any time left over from the one-half (1/2) hour per day may be “flexed” using the Flex-Time system,
7 for deep cleaning purposes at a later date.
8

9 **Section 22.10.**

10 All regular bus drivers hired for student transportation shall be approved per Washington State Law.
11

12 **Section 22.11.**

13 All regular bus drivers shall remain in a probationary status for a period of one (1) calendar year from
14 their hire date.
15

16 **Section 22.12.**

17 Drivers that take their buses in for maintenance will be paid their regular rate for driving time and half
18 of their regular rate for standby.
19

20 **Section 22.13.**

21 Drivers shall be reimbursed for reasonable meal expenses incurred on extra trips (per school district
22 policy).
23

24 **Section 22.14.**

25 Drivers shall be reimbursed for out of pocket expenses for the required physical examination.
26

27 **Section 22.15.**

28 The District shall fund the difference between the driver’s regular license renewal and their CDL
29 renewal cost up to forty (\$40.00) dollars.
30
31

32 **Section 22.16. Use of Charter Buses.**

33 **The District may utilize charter buses no more than three (3) times per year.**
34
35
36

37 **ARTICLE XXIII**

38 **TERM AND SEPARABILITY OF PROVISIONS**

39 **Section.23.1**

40 The term of this Agreement shall be September 1, 2011~~2015~~ to August 31, 2015~~2018~~.
41
42

43 **Section. 23.2.**

44 All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding
45 its execution date, except as provided in the following section.
46
47

1 **Section. 23.3.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
3 parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate
4 Schedule A herein; and provided further, that this Agreement shall be reopened as necessary to consider
5 the impact of any legislation enacted following execution of this Agreement which may arguably affect
6 the terms and conditions herein or create authority to alter personnel practices in public employment.

7 ***This Agreement shall also be reopened if there are any mandated changes to state health care***
8 ***insurance benefits.***

9
10 **Section 23.4.**

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

13
14 **Section. 23.5.**

15 Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with
16 State or Federal statutes or regulations promulgated pursuant thereto.

17
18 **Section. 23.6.**

19 In the event either of the two (2) previous sections is determined to apply to any provision of this
20 Agreement, such provisions shall be renegotiated pursuant to Section 23.3.

21
22 **Section. 23.7. Non-Discrimination for Labor Agreements/Contracts.**

23 The Public School Employees of Washington assures the Manson School District that its agency/labor
24 union will comply with all state and federal guidelines and/or regulations. All applicants seeking
25 employment opportunities and all contracts for goods and services will be free of discrimination on the
26 basis of race, color, national origin, gender or disability. This is in accordance with Title VI of the 1964
27 Civil Rights Act; Section 504 of the Rehabilitation Act of 1973, as amended; Americans with Disabilities
28 Act, July 26, 1990; Title IX of the Education Amendments of 1972, as amended; and Chapter 28A.640
29 RCW.

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MANSON SCHOOL DISTRICT
 SCHEDULE A
 SEPTEMBER 1, 2011 — AUGUST 31, 2012

	1	2	3	4	5	6
<u>Custodians</u>						
Head Custodian	\$14.33	\$14.69	\$15.04	\$15.35	\$15.73	\$16.07
Assistant Custodian	12.94	13.28	13.61	13.96	14.33	14.69
<u>Food Service</u>						
Head Cook	\$15.08	\$15.44	\$15.79	\$16.10	\$16.48	\$16.82
Assistant Cook	12.94	13.28	13.61	13.96	14.33	14.69
<u>Secretarial/Clerical</u>						
Secretary	\$14.51	\$14.87	\$15.22	\$15.53	\$15.91	\$16.25
Clerk	12.94	13.28	13.61	13.96	14.33	14.69
<u>Librarian</u>						
Librarian	\$14.51	\$14.87	\$15.22	\$15.53	\$15.91	\$16.25
<u>Preschool Lead Instructor</u>						
Preschool Lead Instructor	\$14.12	\$14.46	\$14.79	\$15.14	\$15.51	\$15.87
<u>Para Educator</u>						
General	\$13.12	\$13.46	\$13.79	\$14.14	\$14.51	\$14.87
Health Related Duties	\$14.62	\$14.96	\$15.29	\$15.64	\$16.01	\$16.37
Behavior/Emotional Needs	\$15.62	\$15.96	\$16.29	\$16.64	\$17.01	\$17.37
<u>Home Visitor</u>						
Home Visitor	\$12.94	\$13.28	\$13.61	\$13.96	\$14.33	\$14.69
<u>Transportation</u>						
Bus Driver	\$17.11	\$17.46	\$17.83	\$18.18	\$18.52	\$18.87
Mechanic	17.83	18.18	18.52	18.87	19.22	19.57
<u>Health Room</u>						
Nurse	\$19.77	\$19.77	\$19.77	\$19.77	\$19.77	\$19.77
Attendant	\$14.12	\$14.46	\$14.79	\$15.14	\$15.51	\$15.87
<u>Computer Technician</u>						
Technology/Computer Tech	\$15.37	\$15.74	\$16.08	\$16.39	\$16.77	\$17.11
Technology Assistant	14.33	14.69	15.04	15.35	15.73	16.07
<u>Extra Trip Rate</u> \$14.60 (2012-2013) \$14.95 (2013-2014) \$15.30 (2014-2015) \$15.61						
<u>Saturday/Sunday Extra Trip Rate (Regular Drivers Only)</u> \$16.00						
<u>Longevity to be applied to the base rate:</u>						
	10 years:	\$0.33				
	15 years:	\$0.62				
	20 years:	\$0.90				
	25 years:	\$1.17				

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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

MANSON CHAPTER

MANSON SCHOOL DISTRICT #19

BY: Signed by
Karoline Martin, Chapter Co-President

BY: Signed by
Matt Charlton, Superintendent

BY: Signed by
~~Jane Pratt~~, Chapter Co-President
Betty Urbanczyk

DATE: January 10, 2012

DATE: January 10, 2012

Schedule B

Manson School District #19

Classified Employee Evaluation Form

Employee: _____ Title: _____ Location: _____

Evaluator: _____ Title: _____ Date: _____

Additional input received from: _____

Evaluation type: Probationary Annual

Directions: Complete the evaluation after consultation with a person who supervises the work of the employee. Check the appropriate boxes next to the descriptors. In the event an area is marked other than "Meets Expectations" a comment is required to explain the rating.

1. Job Performance	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Manages time efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Solves problems effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Adjusts to new assignments/conditions. and is flexible to change.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is calm and objective under stress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Maintains confidentiality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Uses good judgment and makes decisions appropriate to the situation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Clothing and grooming are appropriate for position.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

2. Job Knowledge	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Has working knowledge/ understanding of job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Demonstrates skill level appropriate to job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Understands/follows policies, procedures and practices established within district/building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Successfully completes recommended training.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

3. Quality of Work	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Work quality meets expected standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Works productively and efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Show pride and interest in work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Understands and applies appropriate safety procedures and practices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Maintains orderliness and cleanliness of work area(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

4. Quantity of Work	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Amount of work is consistent with job descriptions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Demonstrates an understanding of responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Completes work/tasks in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

5. Communications	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
a. Communicates in a professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Listens attentively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Understands and responds appropriately to verbal and written communications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Communicates clearly and effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

6. Human Relations	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
--------------------	--	-----------------------	--------------------	-------------------------------

- a. Treats students, staff and community with courtesy and respect.
- b. Gets along well with others.
- c. Works collaboratively with others.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

7. Work attitude	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
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- a. Works cooperatively with supervisor, staff, students, parents and community.
- b. Accepts direction, instruction and correction in a positive manner.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

8. Initiative	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
---------------	--	-----------------------	--------------------	-------------------------------

- a. Demonstrates self-motivation.
- b. Exhibits creative thinking and problem-solving skills.
- c. Willingness to exceed minimum performance as required by the job.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

9. Attendance and punctuality	Meets expectations with excellence	Meets expectations	Area For Growth	Does not meet Expectations
-------------------------------	--	-----------------------	--------------------	-------------------------------

- a. Maintains good attendance.
- b. Is punctual: begins working at designated time.
- c. Calls employer when absent.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Evaluator Signature

Evaluator Title

Date

Employee Comments:

Employee Signature

Employee Position

Date

The signature of the employee above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed the evaluation with the evaluator.

*A copy of this evaluation will be given to the employee within **one week** of completion of the evaluation process.*