

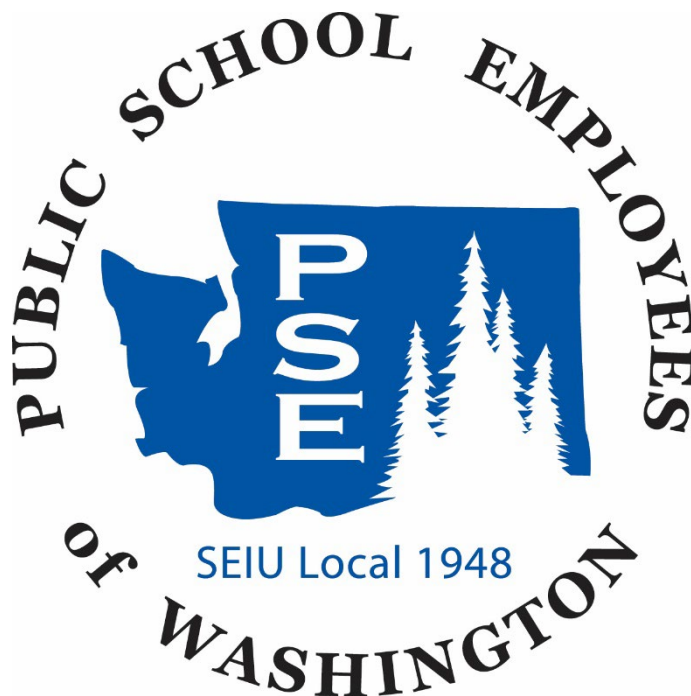
COLLECTIVE BARGAINING AGREEMENT BETWEEN

COLUMBIA SCHOOL DISTRICT #400

AND

PUBLIC SCHOOL EMPLOYEES OF COLUMBIA / BURBANK

SEPTEMBER 1, 2024 – AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I	1
RECOGNITION	1
Section 1.1. Bargaining Unit Certification.	1
ARTICLE II	1
MANAGEMENT RIGHTS	1
Section 2.1. Management Rights.	1
Section 2.2. Drug And Alcohol Testing.	1
Section 2.2.1.	2
ARTICLE III	2
RIGHTS OF EMPLOYEES	2
Section 3.1. Right of Association.	2
Section 3.2. Right to Address Concerns.	2
Section 3.3. Right to Representation.	2
Section 3.4. Right to Delegate.	2
Section 3.5. EEO / Non-Discrimination.	2
Section 3.6. Personnel File.	2
Section 3.6.1. Progressive Discipline.	2
Section 3.7. Notice of Formal Charges.	3
Section 3.8. Definitions of Employees.	3
Section 3.9. Immunizations.	3
Section 3.10. Unlawful Harassment.	4
Section 3.11. Building Multi-Tiered Systems of Support (MTSS) Meetings.	4
ARTICLE IV	4
RIGHTS OF THE ASSOCIATION	4
Section 4.1. Rights and Responsibilities.	4
Section 4.2. Notification of Grievance or Discipline.	4
Section 4.3. Right of Delegation.	4
Section 4.4. Bulletin Boards.	4
Section 4.5. Meeting Minutes.	4
Section 4.6. Time Allowed for Discussions.	4
Section 4.7. Worksite Visits.	5
Section 4.8. Professional Development Fund.	5
Section 4.9. PSE Release Time.	5
Section 4.10. New Hire Orientation.	5
ARTICLE V	5
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION	5
Section 5.1. Scope of Negotiations.	5
Section 5.2. Consultation With Association.	5
Section 5.3. Working Conditions.	5
Section 5.4. Notification of Workload.	6
ARTICLE VI	6
LABOR MANAGEMENT COMMITTEE AND WORKPLACE SAFETY	6
Section 6.1. Labor Management Committee.	6
Section 6.1.1. Compensation for Labor Management.	6
Section 6.2. Workplace Safety.	6

ARTICLE VII	6
LEAVES	6
Section 7.1. Sick Leave.	6
Section 7.1.1. Sick Leave Attendance Incentive Program.....	6
Section 7.1.2. Sick Leave Sharing.	7
Section 7.2. Emergency Leave.	7
Section 7.3. Paid Leave for Bereavement.....	7
Section 7.4. Personal Leave Days.....	7
Section 7.4.1. Incentive Day.....	8
Section 7.5. Paid Leave for Maternity / Paternity.	8
Section 7.6. Unpaid Leave of Absence.....	8
Section 7.7. Jury Leave.....	8
Section 7.8. Family Leave.	8
ARTICLE VIII	9
VACATIONS	9
Section 8.1. Vacation Accrual.	9
Section 8.2. Vacation Requests.	9
ARTICLE IX	10
HOLIDAYS	10
Section 9.1. Holidays.....	10
Section 9.1.1. Worked Holidays.....	10
Section 9.1.2. Holidays During Vacation.	10
Section 9.2.	10
ARTICLE X	10
INSURANCE	10
Section 10.1. SEBB.	10
Section 10.2.	12
Section 10.2.1.	12
Section 10.3. Washington Paid Family and Medical Leave (PFML).....	12
Section 10.4. VEBA (Contribution on Behalf of the District).	12
ARTICLE XI	13
HOURS OF WORK AND OVERTIME	13
Section 11.1. Hours of Work.	13
Section 11.1.1. Rest Breaks Over Seven (7) Hours per Day.	13
Section 11.1.2. Rest Breaks Less Than Seven (7) Hours per Day.....	13
Section 11.1.3. Work Week.....	13
Section 11.1.4. Working Through Lunch Break.....	13
Section 11.2. Job Postings.	13
Section 11.3. Emergency Closure or Delay.....	13
Section 11.3.1.	14
Section 11.4. Working in Higher Paid Classification.....	14
Section 11.4.1. Covering for Office Manager.	14
Section 11.4.2. Substitute Teaching.	14
Section 11.5. Overtime.	14
Section 11.5.1. Call Back Time.	14
Section 11.5.2. Specialized Para.....	14
Section 11.6. Transportation Provisions.....	15
Section 11.6.1. Definitions for Transportation Personnel.	15
Section 11.6.2. Bid Fair Process.....	15
Section 11.6.3. Extra Trips and Routes.	15
Section 11.6.4. Extra Trip Assignment.....	16

Section 11.6.5. Attendant / Driver In-Service.	16
Section 11.6.6. Minimum Route Time.	16
Section 11.6.7. Driver Show-Up Time.	16
Section 11.6.8. Pre-Trip Time.	16
Section 11.6.9. Bus Clean-Up Time.	16
Section 11.6.10. Call Back Time.	17
Section 11.6.11. Overnight Trips.	17
Section 11.7. Small Vehicle Usage.	17
Section 11.8. DOT Physicals.	17
Section 11.9. License or Certification Reimbursement.	17
Section 11.10. Bus Driver Annual Conference.	17
Section 11.11. Driver Professional Development Enhancement.	18
Section 11.12. Signing Bonus New Drivers.	18
ARTICLE XII	18
GRIEVANCE PROCEDURE	18
Section 12.1. Grievance Definition.	18
Section 12.1.1. Step 1 - Informal meeting with Immediate Supervisor.	18
Section 12.1.2. Step 2 - Reduce to Writing-Immediate Supervisor or Personnel Director.	18
Section 12.1.3. Step 3 - Superintendent or Designee.	18
Section. 12.1.4. Step 4 - School Board.	18
Section 12.1.5. Step 5 - Arbitration.	19
Section 12.1.6.	19
ARTICLE XIII	19
PROBATION, SENIORITY, AND LAYOFF PROCEDURES	19
Section 13.1. Seniority Date.	19
Section 13.1.1. Loss of Seniority.	19
Section 13.2. Seniority Within General Job Classification.	19
Section 13.2.1. Seniority Ties.	19
Section 13.3. Seniority Rights.	19
Section 13.3.1. Internal Job Postings.	20
Section 13.4. Probation.	20
Section 13.5. Layoff.	20
Section 13.5.1. Bumping Rights.	20
Section 13.5.2. Reduction of Hours.	21
Section 13.5.3. Layoff List.	21
ARTICLE XIV	21
DISCHARGE, TRAINING, AND EVALUATION OF EMPLOYEES	21
Section 14.1. Just Cause.	21
Section 14.2.	21
Section 14.3. Notification to Non-Annual Employees.	21
Section 14.3.1. Notification of Non-Renewal.	22
Section 14.3.2.	22
Section 14.4. Evaluations.	22
Section 14.5. Minimum Employment Requirements for Paraeducators.	22
Section 14.6. Paraeducator Certification.	22
Section 14.7. Para Certification Reimbursement.	23
ARTICLE XV	23
ASSOCIATION MEMBERSHIP AND CHECKOFF	23
Section 15.1. Checkoff.	23
Section 15.1.1.	24

Section 15.2. Employee Information.	24
Section 15.3. Political Action Committee.	24
ARTICLE XVI	25
RETIREMENT	25
Section 16.1.	25
Section 16.2.	25
ARTICLE XVII	25
TRANSFER OF EXPERIENCE	25
Section 17.1. Transfer of Experience.	25
ARTICLE XVIII	25
TERM AND SEPARABILITY OF PROVISIONS	25
Section 18.1. Term of Agreement.....	25
Section 18.2. Retroactive Pay.....	25
Section 18.2.1. Pay Scale.....	26
Section 18.3. Incremental Steps.....	26
Section 18.4. Longevity.....	26
Section 18.5. Applicability.	26
Section 18.6. Wage Increases / Reopening Agreement.	26
SIGNATURE PAGE	27
SCHEDULE A 2024-2025	28
SCHEDULE A – ENHANCEMENTS	29
COLUMBIA SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION	30

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
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- 14
- 15
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The District recognizes the Association as the sole and exclusive bargaining unit for all regular full-time and regular part-time classified employees in the following job classifications: Transportation, Educational Support, Secretarial, Custodial/Maintenance, and Food Service. Excluded from the bargaining unit are the Administrative Assistant, Secretary to the Superintendent, Maintenance Supervisor, and all other employees of the District.

RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining unit for all regular full-time and regular part-time classified employees in the following job classifications: Transportation, Educational Support, Secretarial, Custodial/Maintenance, and Food Service. Excluded from the bargaining unit are the Administrative Assistant, Secretary to the Superintendent, Maintenance Supervisor, and all other employees of the District.

MANAGEMENT RIGHTS

The parties agree that all rights, powers, functions, and authority of management are vested in the District. Such rights, powers, functions, and authority include but are not limited to 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. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

In the event the District has reasonable cause to suspect that an employee may be under the influence of alcohol or illegal drugs while performing the responsibilities of their employment with the District, the District shall have the right to require that such employee subject themselves to drug and/or alcohol testing. The complete cost of such testing shall be at District expense. In the event that the test results are positive, the employee is entitled to a second test which may include (at the employee's option) use of the gas chromatograph or other proven test of equal or greater validity. The second test shall be at the employee's expense unless the second test contradicts the results of the first test; in which case, the District shall pay for the second test.

2024-2027 Collective Bargaining Agreement
Columbia-Burbank PSE / Columbia School District #400



1 **Section 2.2.1.**

2 The District shall have the right to include drug and alcohol testing for pre-employment, post-
3 accident, or follow-up before return to duty.
4

5
6 **ARTICLE III**

7
8 **RIGHTS OF EMPLOYEES**
9

10 **Section 3.1. Right of Association.**

11 It is agreed that the employees in the unit defined herein shall have and shall be protected in the
12 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.
13 The District will not, directly or indirectly interfere with, restrain, coerce, or discriminate against any
14 employee in the exercise of these rights.
15

16 **Section 3.2. Right to Address Concerns.**

17 Each employee shall have the right to bring matters of personal concern to the attention of the
18 appropriate Association representatives and/or appropriate officials of the District.
19

20 **Section 3.3. Right to Representation.**

21 Employees subject to this Agreement have the right to have Association representatives or other
22 persons present at discussions between themselves and supervisors or other representatives of the
23 District as hereinafter provided.
24

25 **Section 3.4. Right to Delegate.**

26 Each employee reserves and retains the right to delegate any right or duty contained in this Agreement,
27 exclusive of compensation for services rendered to appropriate officials of the Association.
28

29 **Section 3.5. EEO / Non-Discrimination.**

30 Neither the District, nor the Association, shall discriminate against any employee subject to this
31 Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a
32 physical handicap with respect to a position, the duties of which may be performed efficiently by an
33 individual without danger to the health or safety of the physically handicapped person or others.
34

35 **Section 3.6. Personnel File.**

36 Each employee reserves the right to see all material placed in their personnel file and to review the
37 entire file upon request, provided that the request is made during regular working hours at the District
38 personnel office. Disciplinary material contained in the file shall, upon request, be removed two (2)
39 years after its placement in the file. No material shall be placed in the personnel file without first being
40 brought to the attention of the employee.
41

42 **Section 3.6.1. Progressive Discipline.**

43 The following progression of employee discipline shall generally be followed: verbal warning,
44 written reprimand, suspension, termination. When an employee receives a written reprimand or
45 warning from a supervisor that is to be placed in their personnel file, the employee will be
46 expected to sign the form, such signature only indicating that they are aware of its existence.
47 Such notice to the employee shall be considered as adequate notice that a written response to
48 the reprimand may be completed to be attached to the reprimand document which is kept in the

personnel file. Upon receipt of an employee's signed response, the District shall include it within the personnel file. Employees have the right to attach a rebuttal to the evaluation and it will become a permanent part of the file.

Section 3.7. Notice of Formal Charges.

In all disciplinary actions where formal, written charges are to be given an employee, the District will give the following notice:

- A. Minimum notice of twenty-four (24) hours prior to the meeting time.
- B. Give the employee a copy of the written charges a minimum of twenty-four (24) hours prior to the meeting time.
- C. Inform the employee that they have the right to have representatives of their choosing at the meeting.

Section 3.8. Definitions of Employees.

Regular Employee - Is one who has a regular daily assignment.

Substitute Employee - Is one who is employed sporadically to fill a position of a full-time, regular, or temporary classified employee in an existing position. A substitute employee who works one-sixth (1/6) of a normal academic year in any one (1) year or preceding year, will be represented for wages as outlined in Schedule A and will have no other contractual benefits as per (WAC 391-35-350).

Temporary Employee - Any time a regular position is known to be vacated for forty (40) consecutive workdays, it shall become a temporary position and shall be posted indicating the approximate duration listed on the posting. Regular employees may apply and will be assigned according to Article XIII, Section 13.3. If a regular employee fills the temporary position, their position will be posted as a temporary position and filled by a qualified regular employee or a substitute. In no case will more than two (2) employees be allowed to change positions. Any subsequent employee's position will not be posted but will be filled by a substitute.

All regular employees affected by a temporary move will return to their former positions and appropriate rates of pay when the temporary position has expired.

New employees who are assigned to a temporary position will earn seniority, leaves, and wages appropriate to the position in accordance with this Agreement after ninety (90) consecutive days. Benefits shall be accrued and can be accessed after being earned; provided however, benefits will only be paid to one (1) employee per position.

Section 3.9. Immunizations.

The District may request proof of immunizations from its employees. Once immunization records have been provided to the District, such records shall be maintained at the District office. No specific vaccine shall be required as a condition of employment unless ordered by the Washington State Department of Health, unless there is a medical, religious, or philosophical objection as per law. Employees without required vaccinations may only be excluded from the work site if so, ordered by the Washington State Department of Health.

1 **Section 3.10. Unlawful Harassment.**

2 The employer is committed to providing a work environment free from unlawful harassment. The
3 employer will not tolerate actions, words, jokes, or comments based on an individual's sex, race,
4 ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee,
5 supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject
6 to appropriate corrective action, up to and including termination of employment.
7

8 **Section 3.11. Building Multi-Tiered Systems of Support (MTSS) Meetings.**

9 Building administrators or their designees will meet with paraeducators a minimum of three (3) times a
10 year to collaborate on strategies that support students academically, physically, and socially-
11 emotionally, fostering a safe, respectful, and responsible learning, and work environment.
12
13

14 **ARTICLE IV**

15 **RIGHTS OF THE ASSOCIATION**

16
17 **Section 4.1. Rights and Responsibilities.**

18 The Association has the right and responsibility to represent the interests of all employees in the unit
19 and to present its views to the District on all matters of concern, and to enter into collective
20 negotiations with the object of reaching an agreement applicable to all employees within the
21 bargaining unit. The Association shall be consulted with respect to the manner and method of any
22 reduction in force because of lack of work or other legitimate reasons.
23
24

25 **Section 4.2. Notification of Grievance or Discipline.**

26 The Association shall promptly be notified by the District of any grievance or disciplinary action of
27 any employee in the unit in accordance with the provisions of the discharge and grievance procedure
28 articles contained herein. The Association is entitled to be present at any and all hearings for the
29 resolution of such grievances.
30

31 **Section 4.3. Right of Delegation.**

32 The Association reserves and retains the right to delegate any right or duty contained herein to the
33 appropriate officials of the Public School Employees of Washington/SEIU Local 1948.
34

35 **Section 4.4. Bulletin Boards.**

36 The District shall provide a bulletin board space in each building and the bus lounge for the use of the
37 Association. The bulletins posted by the Association are the responsibility of the officials of the
38 Association. Each bulletin shall be signed by the Association official responsible for its posting.
39

40 **Section 4.5. Meeting Minutes.**

41 When formal meetings are held between the Association and the District, each party shall be
42 responsible for preparing its own minutes.
43

44 **Section 4.6. Time Allowed for Discussions.**

45 Time during working hours, whenever possible, will be allowed Association representatives for
46 attendance at meetings with the District. Time, whenever possible, will also be allowed for
47 representatives to discuss with the employees' grievances and appropriate matters directly related to

work situations in their area or craft. Association representatives will guard against the use of excess time in the handling of such matters.

Section 4.7. Worksite Visits.

Visitation rights shall be granted to the designated representative of the Public School Employees of Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining units for purposes of grievance procedures and/or general information data. The visiting delegate shall notify the School District of his arrival.

Section 4.8. Professional Development Fund.

The Columbia School District established the Professional Development Pool of two thousand dollars (\$2,000.00). The District will work through labor management to ensure there are professional development opportunities. The employee will use the PSE Professional Development Reimbursement Request form as needed.

Section 4.9. PSE Release Time.

The President of the Association and their designated representative will be provided time off without loss of pay to a maximum of six (6) days per year to attend regional or state meetings with the purpose of these meetings is in the best interest of the District as determined by the District Administration and the Association. The Association will pay for a substitute if a substitute is hired.

Section 4.10. New Hire Orientation.

Within ten (10) calendar days, each new hire shall be offered the opportunity during their workday to meet with a representative from the Union for no more than thirty (30) minutes to give an overview of the Association and the rights of the Collective Bargaining Agreement at a mutually agreed upon time between the District and Association. The District will offer space for the Union to provide this service.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. Scope of Negotiations.

It is agreed and understood that appropriate matters for consultation and negotiation are grievance procedures, wages, hours, and working conditions.

Section 5.2. Consultation With Association.

It is further agreed and understood that the District will consult with the Association, and meet with the Association upon its request, in the formulation of any changes being considered in existing benefits, policies, practices, and procedures that would directly affect the employees pursuant to Section 1.1.

Section 5.3. Working Conditions.

It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.

1 **Section 5.4. Notification of Workload.**

2 The Association will, as appropriate, be advised of current and predicted workload information.

3
4
5 **ARTICLE VI**

6
7 **LABOR MANAGEMENT COMMITTEE AND WORKPLACE SAFETY**

8
9 **Section 6.1. Labor Management Committee.**

10 The Association will designate a Labor Management Committee of no more than five (5)
11 representatives from the Association to meet with the Superintendent of the District or their designated
12 representatives on a mutually agreeable regular basis, but no less than quarterly to discuss appropriate
13 matters.

14
15 **Section 6.1.1. Compensation for Labor Management.**

16 The District will provide suitable space and a mutually agreeable time to conduct such
17 meetings. If time is spent outside of the workday, the employee will be paid their regular rate of
18 pay.

19
20 **Section 6.2. Workplace Safety.**

21 Health and safety protocols will be clearly communicated and provided in writing to all employees at
22 each site. Each worksite will have a safety committee with representation from each bargaining unit.

23
24
25 **ARTICLE VII**

26
27 **LEAVES**

28
29 **Section 7.1. Sick Leave.**

30 Each employee shall accumulate one (1) day of sick leave for each calendar month worked; provided,
31 however, that no employee shall accumulate less than ten (10) days of sick leave per school year. An
32 employee who works eleven (11) days in any calendar month will be given credit for the full calendar
33 month. Sick leave shall be vested when earned and may be accumulated to the maximum allowable
34 according to state law. Sick leave benefits shall be paid on the basis of base hourly rate applicable to
35 the employee's normal daily work shift: provided, however, that should an employee's normal daily
36 work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits
37 will be paid in accordance with the employee's normal daily work shift at the time the sick leave is
38 taken, and accumulated benefits will be expended on an hourly rather than a daily basis. Sick leave
39 will be granted for illness, injury and emergencies as herein provided. A physician's statement of
40 illness may be required upon the request of the Superintendent or designee, if more than three (3)
41 consecutive days are missed.

42
43 **Section 7.1.1. Sick Leave Attendance Incentive Program.**

44 In January of the year following any year in which a minimum of sixty (60) days of leave for
45 illness or injury is accrued, and each January thereafter, any eligible employee may exercise an
46 option to receive remuneration for unused leave for illness or injury accumulated in the
47 previous year at a rate equal to one (1) day's monetary compensation of the employee for each
48 four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which

1 compensation has been received shall be deducted from accrued leave at the rate of four (4)
2 days for every one (1) day of monetary compensation.

3
4 At the time of separation from School District employment due to retirement or death, an
5 eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)
6 day's current monetary compensation for each four (4) days of accrued leave for illness or
7 injury. The maximum accumulation for calculation of remuneration is one hundred eighty
8 (180) days. At the time of separation from employment, an employee who is eligible pursuant
9 to the provisions of RCW 25A.400.210, shall be allowed to cash out their sick leave, provided
10 severance notification occurs by April 1 for payment in the August paycheck.

11
12 **Section 7.1.2. Sick Leave Sharing.**

13 Sick leave sharing will be allowed in accordance with RCW 28.400.380 and School Board
14 Policy No. 5406.

15
16 **Section 7.2. Emergency Leave.**

17 Upon approval by their supervisor, employees will be granted emergency leave. For the purposes of
18 this leave, an emergency is defined as a problem that was suddenly precipitated, was of such a nature
19 that preplanning was not possible, or where preplanning could not relieve the necessity for the
20 employee's absence. Emergency leave is deductible from accumulated sick leave.

21
22 **Section 7.3. Paid Leave for Bereavement.**

23 Paid leave may be applied to absence caused by a death in the employee's immediate family. Up to five
24 (5) days leave per occurrence in one (1) contract year may be authorized. This leave may be taken
25 intermittently within one (1) year of occurrence, with approval from Superintendent. Immediate family
26 includes mother, father, spouse, son, daughter, brother, brother-in-law, sister, sister-in-law, mother-in-
27 law, or father-in-law, grandchild, aunt or uncle, grandparent, niece, nephew, stepchildren, stepmother,
28 stepfather, son-in-law, daughter-in-law, or a person living in the same household as the employee. The
29 District retains the right to require the employee to supply proof of death and/or relationship of
30 descendent as well as justification or time required for bereavement related activities. Paid leave for
31 bereavement will require prior approval. The Superintendent or designee shall exercise discretion in
32 granting paid bereavement leave that is not covered above, such as a close personal friend or co-
33 worker.

34
35 **Section 7.4. Personal Leave Days.**

36 Three (3) paid leave days shall be granted for an employee's absence when a personal situation arises,
37 provided a substitute can be secured. These three (3) days per year (first contracted day to the June
38 payroll date) are separate from sick leave and bereavement leave. Employees may use two (2) days of
39 personal leave in hourly increments. Employees not using their personal leave shall be able to cash out
40 any remaining personal leave days, at the employee's current rate of pay, to be paid in June of each
41 school year. Unused personal days may be carried over to the next year up to a maximum of five (5)
42 days. The employee may choose to convert two (2) days of personal leave to sick leave at the
43 conclusion of the school year rather than cash-out the days. Employees who have completed fifteen
44 (15) years of service with the District will be given a fourth day which will be deducted from
45 employee's sick leave.

1 **Section 7.4.1. Incentive Day.**

2 Each employee with ten (10) years or more of continuing service to the district shall be granted
3 one (1) day of incentive leave to be deducted from sick leave. The incentive day may not be
4 cashed out or carried over to the following year.

5
6 **Section 7.5. Paid Leave for Maternity / Paternity.**

7 Paid leave may be applied to absence caused by childbirth and the employee's recovery from
8 childbirth; provided that the employee shall be required to produce a physician's statement that such
9 leave is necessary. The employee must notify the District in writing of the employee's beginning of
10 absence and the intended day of return to work. The employee may be required to coordinate the return
11 to work with the employee's physician and the Superintendent. An employee who has exhausted paid
12 leave because of childbirth and/or recovery from childbirth may apply for an unpaid leave of absence
13 in accordance with unpaid leaves contained in this Agreement.

14
15 **Section 7.6. Unpaid Leave of Absence.**

16 An employee may be granted a leave of absence without pay for up to one (1) year. A second year may
17 be granted for reasons of extended illness or disability with proof of a letter from a certified medical
18 provider. Such leave may be granted after the employee has made a written statement specifying the
19 reasons for the requested leave without pay and the intended date of return to employment with the
20 District. The District retains all rights in granting or not granting a leave of absence without pay.

21
22 An employee who fails to return to work on the stated day of return shall forfeit all claims to
23 employment with the District except that leave may be extended upon written application by the
24 person on leave and the express approval by the Superintendent. If a position of employment is open at
25 the time an employee returns from leave of absence and the employee is qualified to fill such position,
26 the District will offer the returning person the position; or similar to the position left by the employee
27 at the time the leave of absence was begun.

28
29 **Section 7.7. Jury Leave.**

30 In the event an employee subject to this Agreement is summoned to serve as a juror or is named as a
31 co-defendant with the School District, he or she will receive his or her normal days' pay for each day
32 he or she is required in court. The District may require documentation or verification of jury duty
33 service (WAC 357-31-310). The employee may retain expenses for travel, meals and other costs
34 associated with jury duty (WAC 192-790-070). Compensation for jury duty time shall be reimbursed
35 to the District.

36
37 **Section 7.8. Family Leave.**

38 Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the employer
39 agrees to apply the provisions of that Act to all employees in the bargaining unit who worked nine-
40 hundred fifty (950) hours or more in the previous twelve (12) months and meet the other eligibility
41 requirements contained in the FMLA. In addition to any other leave provided for elsewhere in this
42 Agreement, upon the birth of a child, the placement of a child with an employee for adoption or foster
43 care, or for a serious health condition of an employee or an employee's spouse, child, or parent, each
44 employee who has worked nine hundred and fifty (950) hours in the previous twelve (12) months is
45 entitled to a maximum of twelve (12) weeks unpaid leave; provided, however, that employees may
46 substitute accrued vacation or other personal leave for leaves related to the birth/adoption/foster care of
47 a child and may use accrued sick leave to care for themselves or sick family members as defined
48 above. The employee must provide the employer with at least thirty (30) days written notice for

foreseeable leaves for birth, adoption and planned medical treatment. During this leave, the employer will continue to pay the same portion of insurance premiums as when the employee was working and will maintain the employee's coverage under any group health plan. Upon return from such leave, the employer will place the employee in his or her previous position, or one with equivalent pay and benefits.

ARTICLE VIII

VACATIONS

Section 8.1. Vacation Accrual.

Full-time, twelve (12) month employees are entitled to vacation based off the schedule below. Twelve (12) month employees working less than twelve (12) months in a contract year and/or working less than full-time during the contract year shall receive a prorated number of vacation days and hours. Full-time for purposes of vacation shall mean a regular eight (8) hour shift. Such vacation shall be taken at a time(s) approved by the Superintendent or his designee. With the Superintendent's approval one (1) week of vacation may be carried over to the next year.

<u>Years Completed</u>	<u>Vacation</u>
0-2 Years	5 Days
3-5 Years	10 Days
6-10 Years	15 Days
11+ Years	20 Days

Section 8.2. Vacation Requests.

Vacations for eligible employees shall be scheduled at the request of the employee and with approval of the supervisor. Eligible employees with the greatest seniority shall be entitled to preference as to dates of vacation. Vacations must be scheduled in a manner so as not to disrupt the normal activities of the District.

Employees who have earned more than three (3) weeks' vacation may take an additional week following the annual two (2) week shutdown. All other employees shall take two (2) weeks' vacation during the two (2) week shutdown, and the remainder of their vacation, during either Christmas break, spring break or as mutually agreed to by the employee and the supervisor.

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ARTICLE IX

HOLIDAYS

Section 9.1. Holidays.

Full-time, twelve (12) month employees are entitled to the following paid holidays that occur during the employee's work year: If the holiday falls on a Sunday, Monday will be the designated holiday. If the holiday falls on a Saturday, then Friday will be the designated holiday.

- | | |
|---------------------------|---------------------------|
| 1. Labor Day | 8. New Year's Day |
| 2. Veterans Day | 9. Martin Luther King Day |
| 3. Thanksgiving Day | 10. President's Day |
| 4. Day after Thanksgiving | 11. Memorial Day |
| 5. Day before Christmas | 12. Juneteenth |
| 6. Christmas Day | 13. Fourth of July |
| 7. Day After Christmas | |

Section 9.1.1. Worked Holidays.

Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays.

Section 9.1.2. Holidays During Vacation.

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

Section 9.2.

Less than full-time employees shall receive the following paid holidays that fall within their work year:

- | | |
|---------------------------|---------------------------|
| 1. Labor Day | 7. New Year's Day |
| 2. Veterans Day | 8. Martin Luther King Day |
| 3. Thanksgiving Day | 9. President's Day |
| 4. Day after Thanksgiving | 10. Memorial Day |
| 5. Christmas Day | 11. Memorial Day |
| 6. Day after Christmas | 12. Juneteenth |

ARTICLE X

INSURANCE

Section 10.1. SEBB.

The employer agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by state law, the State Operating Budget, and the School Employees Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

1 **Eligibility:**

- 2 • SEBB health care plans are available for individual employees who work a minimum number
3 of hours as determined by SEBB eligibility rules.
4

5 The Regionally Accessible Health Care programs provided by SEBB carriers will be available to
6 employees and will include:
7

8 **REQUIRED (100% covered premium)**

- 9 ○ Vision
10 ○ Dental
11 ○ Basic Life
12 ○ Long Term Disability
13 ○ AD&D Insurance
14

15 **VOLUNTARY**

- 16 ○ SEBB Medical Plans
17
18
19

20 **Other Benefits:**

21 Flexible Spending Arrangement, Health Savings Accounts, Dependent Care Assistance, and other
22 voluntary employee paid SEBB programs will be available to employees under terms as determined by
23 SEBB. The District will provide access to an Employee Assistance Program at no cost to the
24 employee. Other Non-SEBB programs are available to employees but are not funded from the amount
25 provided by the District.
26

27 Enrollment forms are available in the benefits office. The District and Association will mutually
28 determine non-SEBB voluntary plans. These plans may not be implemented without prior written
29 agreement of the District and Association. A list of the programs eligible for payroll deduction is
30 available at the District payroll office.
31

32 **Enrollment Period:**

33 Enrollment period will be from October 1 to November 15 or as otherwise set by SEBB. When the
34 enrollment ends, no insurance options may be added or deleted during the contract year except for
35 changes in family status or job status. If an employee fails to enroll within the open enrollment period
36 and will be placed on the default medical, dental and vision plans as determined by SEBB.
37

38 If an employee is hired after the open enrollment period, he or she may enroll in approved plans prior
39 to the first day of the following month. If the employees fail to enroll, they will be placed in a default
40 medical, dental and vision plans as determined by SEBB.
41

42 **Termination of Benefits:**

43 For employees who resign their position but are employed through the last workday of the school year,
44 their resignation will be deemed effective on August 31 and their SEBB benefits will continue to that
45 date. When resignation/termination takes places during the school year, the employee's SEBB benefits
46 will continue to the last day of the month in which resignation/ terminations occurs.
47
48

1 **Sharing Health Care Contributions:**

2 SEBB does not allow for dual coverage within SEBB. Spouses/domestic partners who are both
3 employees of the District may choose to enroll both employees for medical coverage under one (1)
4 SEBB account along with medical and required benefits for their dependents. However, each employee
5 must register for dental, vision, and other required benefits under their own SEBB account.
6

7 **Ineligibility:**

8 If the District does not anticipate an employee will be eligible, they must notify the employee the
9 specific reason in writing. The District will not deny or limit an employee's work hours for the purpose
10 of preventing SEBB benefit eligibility.
11

12 **Section 10.2.**

13 The District shall provide tort liability coverage for all employees subject to this Agreement.
14

15 **Section 10.2.1.**

16 The parties agree to abide by all state laws relating to School District employees' benefits,
17 RCW 28A.400.275 (1).
18

19 **Section 10.3. Washington Paid Family and Medical Leave (PFML).**

20 Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by
21 law:
22

- 23 • The District shall annually notify employees about the benefits available under PFML.
 - 24 • Employees that qualify for FMLA may also qualify for PFML.
 - 25 • Employees will be required to file a claim for PFML benefits with the Employment Security
26 Division (ESD) at the following website <https://paidleave.wa.gov/get-ready-to-apply/> all
27 payments will come from the ESD.
 - 28 • Employees will be required to contact the Employment Security Guidelines to determine the
29 amount of leave available.
 - 30 • To qualify for PFML, employees must work no less than eight hundred twenty (820) hours of
31 employment in Washington State during the qualifying period. Employment Security will
32 determine the employee's eligibility and benefit.
 - 33 • Employees should go to <https://esd.wa.gov/paid-family-medical-leave/benefits> or
34 www.paidleave.wa.gov for all information pertaining to this leave.
 - 35 • District and employees shall pay premium costs as per state law.
- 36
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43 **Section 10.4. VEBA (Contribution on Behalf of the District).**

44 The District will provide twenty-five dollars (\$25.00) a month into a VEBA account for each
45 employee.
46
47

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 11.1. Hours of Work.

All classified employees shall be assigned in advance to a definite shift with designated times of beginning and ending such shift shall not be changed without two (2) weeks' written notice to the employee.

Section 11.1.1. Rest Breaks Over Seven (7) Hours per Day.

The Administration shall determine the length of each shift. Pay will be granted for work assignment and rest periods only, except as hereinafter provided. A fifteen (15) minute first half and a fifteen (15) minute second half rest period will be allowed for employees assigned more than seven (7) hours of work daily.

Section 11.1.2. Rest Breaks Less Than Seven (7) Hours per Day.

In the event an employee is assigned less than seven (7) hours daily, the employee shall be given a fifteen (15) minute rest period during each three and one-half (3½) hours of work.

Section 11.1.3. Work Week.

The work week shall be Saturday through Friday for payroll purposes.

Section 11.1.4. Working Through Lunch Break.

Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee. Any employee who works their entire shift, including the lunch period, shall be compensated for the lunch period.

Section 11.2. Job Postings.

The district shall notify the Association President within three (3) business days when any newly created position or temporary position occurs within the bargaining unit or positions are vacated. Following notification of said position, it shall be posted in District within five (5) business days. A posting must remain in district for five (5) workdays prior to posting outside of district, unless waived by the Association President or their designee. A position may increase fifteen (15) minutes without posting after notification to the Association President. Should the position increase sixteen (16) minutes or more within a given school year, the position will be reposted. No position shall be increased more than once (1) within a given school year under fifteen (15) minutes without having to post the extra time.

Section 11.3. Emergency Closure or Delay.

In the event of an unusual school closure or delay due to inclement weather, plant in operation, or the like, the District will notify local radio stations by 6:00 am. In the event the District fails to make the above notification, employees reporting to work shall receive a minimum of two (2) hours' pay at base rate. The Superintendent or designee will be responsible for directing buses in outlying areas due to inclement weather. All employees will be offered opportunities to be kept whole.

1 **Section 11.3.1.**

2 In the event of a delayed start or early release as per Article XI, Section 11.3, above, the
3 employee(s) in the Transportation, Secretarial, Educational Support, and Food Service
4 classifications shall have the following options:

- 5
- 6 • The supervisor and the employee will mutually schedule the unworked hours.
 - 7 • The employee may request vacation or personal leave.
 - 8 • The employee may request emergency leave, which comes out of sick leave.
 - 9 • The employee may accept a deduction of pay for the unworked hours.
- 10

11 The employee will indicate the chosen option on their timecard by payroll cutoff for that work
12 period. Failure to do so will result in the payroll secretary or payroll entering a deduction of pay
13 for such time.

14

15 **Section 11.4. Working in Higher Paid Classification.**

16 Employees requested by the District to replace an employee on leave in a higher paid position or job
17 classification shall receive additional compensation by moving the affected employee to their step in
18 the higher paid position or job classification. Any employee who is temporarily transferred from a
19 higher paid position to a lower paid position or job classification shall retain the higher rate of pay.

20

21 **Section 11.4.1. Covering for Office Manager.**

22 Regularly scheduled employees who cover the position of Office Manager for breaks and or
23 lunches shall be compensated at the rate of the Records Clerk position or their regular rate of
24 pay whichever is greater as per Section 11.4 of the Collective Bargaining Agreement.

25

26 **Section 11.4.2. Substitute Teaching.**

27 Paraeducators who are taking the teacher's place will be paid five dollars (\$5.00) an hour above
28 their current hourly rate, provided this has been approved by the Superintendent or designee.

29

30 **Section 11.5. Overtime.**

31 All hours worked in excess of forty (40) hours per workweek, shall be compensated at the rate of one
32 and one-half (1½) times the employee's base hourly rate, if approved by the Superintendent or
33 designee. The employee shall have the option of having the time computed as comp time or as pay at
34 one and one-half (1½) the base rate, in accordance with the Fair Labor Standards Act (FLSA).

35

36 **Section 11.5.1. Call Back Time.**

37 Employees called back to work shall receive no less than two (2) hours' pay at the appropriate
38 rate. Time worked in excess of two (2) hours under such conditions shall be rounded to the
39 nearest quarter (¼) hour.

40

41 **Section 11.5.2. Specialized Para.**

42 Paraeducators whose job requires the following: 1:1 support, diapering shall be paid as per
43 Schedule A under Paraeducator as per Section 11.5.2. Paraeducators who are not regularly
44 assigned will be compensated for the difference between their contracted pay rate and the
45 Specialized Para rate of pay on Schedule A for 1:1 support, diapering, for hours worked.

46

47

48

1 **Section 11.6. Transportation Provisions.**

2
3 **Section 11.6.1. Definitions for Transportation Personnel.**

4 Route: combined am & pm routes.

5 Midday: a route that can't be defined as am or pm.

6
7 **Section 11.6.2. Bid Fair Process.**

8 A bid fair will be held one (1) week prior to pooling of insurance, at a mutually agreeable time
9 between the district and the Association. The bid fair will proceed as follows:

- 10
11 1. Prior to the regular route bidding date, the Transportation Supervisor, Maintenance and
12 Transportation Coordinator shall meet with drivers to discuss the process and all written
13 information to be included in the route bidding. At this time, any pending routes shall
14 be disclosed. Also, any operational practice changes by management shall be presented
15 and discussed by drivers.
- 16
17 2. Each driver will have fifteen (15) minutes' paid time to bid. The route times will be
18 posted two (2) workdays prior to bid fair. These times are inclusive of all routes and
19 clean up time. Each route shall be posted with estimated hours and mapping.
- 20
21 3. Bidding shall commence with the senior driver and continue by seniority until
22 complete. No driver may bid for another driver; if an emergency situation arises where
23 the employee is unable to bid, both the District and the Association will meet to discuss
24 the process. All efforts shall be made to accommodate current driving schedules. No
25 driver may bid routes that have schedule conflicts. Should a route not be bid upon, it
26 will be assigned by the transportation supervisor and assigned to the least senior person.
- 27
28 4. Once bidding is complete drivers shall begin new route assignments the following
29 Monday after bidding.
- 30
31 5. Management may adjust bus assignment throughout the year based on route
32 composition or special needs of drivers/students.
- 33
34 6. On completion of bidding the Transportation and Maintenance Coordinator shall
35 provide the association with all information for the current year and post in area visible
36 for all to see.
- 37
38 7. If an employee does not meet the hourly insurance requirements, additional time will be
39 made available which will include extra-curricular trips. If the employee refuses the
40 additional time, they would not be eligible for medical benefits. If extra-curricular trips
41 are not available, additional work will be provided to make up the hourly differential.

42
43 **Section 11.6.3. Extra Trips and Routes.**

44 All extra trips and routes will be assigned by the District, with preferential assignment to the
45 most senior drivers, unless an extra trip assignment will result in overtime pay, then the trip
46 will be offered to the next most senior driver. Substitute drivers will be assigned after regular
47 drivers have been given an opportunity to accept the assignment and have declined. The
48 District will offer vacated mid-day routes to drivers, provided that those drivers have indicated

1 their ability to take such routes on a weekly basis. Driver eligibility is subject to the forty (40)
2 hour per week limit. This agreement pertains to those routes that have been approved, at least
3 one (1) day in advance, to be vacated. Drivers may be assigned to vacate routes any day, any
4 time, when it does not conflict with their regular scheduled routes. Eligible drivers will be
5 called one (1) time, in order of seniority, for each vacated run. Those who have signed up to be
6 on the call list for vacated routes must drive the extra route when contacted. The
7 Superintendent or designee will approve overtime on an individual case by case basis provided
8 other drivers are not able to take extra trips or routes under the forty (40) hour per week limit.
9

10 **Section 11.6.4. Extra Trip Assignment.**

11 Extra trips shall be assigned on a seniority basis to regular drivers who have not exceeded the
12 forty (40) hour per week limit. Shall no senior employee elect to take such extra trips, the least
13 junior employee shall be assigned the extra trip. Hours worked in any classification within the
14 District are included in the forty (40) hour maximum. If the supervisor approves, drivers will be
15 allowed to vacate regular routes to stay below the forty (40) hour limit. The District shall have
16 the option to charter all trips to state tournaments.
17

18 **Section 11.6.5. Attendant / Driver In-Service.**

19 Drivers and attendants will be paid at their driving hourly rate for time spent in attendance at
20 required meetings. The in-service meeting will be paid at the driving rate.
21

22 **Section 11.6.6. Minimum Route Time.**

23 Assignments shall be established by the District in relation to bus routes and time requisite to
24 fulfilling tasks assigned by the Superintendent or his designee; provided, however, that no bus
25 route or extra trips shall consist of less than one (1) hour. The fifteen (15) minute pre-trip is a
26 part of the one (1) hour guarantee. Trips over forty-five (45) minutes will be paid at a minimum
27 of one (1) hour and fifteen (15) minutes. If there is less than thirty (30) minutes layover time
28 between assignments, the employee's shift shall continue uninterrupted.
29

30 **Section 11.6.7. Driver Show-Up Time.**

31 Drivers shall be compensated for show-up time of two (2) hours on weekdays and three (3)
32 hours on weekends when previous notice was not given on a canceled assignment.
33

34 If two (2) or more buses go on a trip to one location, the drivers shall be notified before the trip
35 starts if one (1) bus is returning early.
36

37 **Section 11.6.8. Pre-Trip Time.**

38 Drivers shall be allowed fifteen (15) minutes per run as pre-trip time as provided by state law.
39 Additional time shall be allotted due to unusual conditions as approved by the Superintendent
40 or designee. This time shall be paid at the driver's current rate.
41

42 **Section 11.6.9. Bus Clean-Up Time.**

43 Drivers shall be allowed thirty (30) minutes per day for regular runs and thirty (30) minutes per
44 extra trip for clean-up. This time shall be paid at the driver's current driving rate. Provided
45 further, that drivers shall be paid for one (1) hour of driving time to pick up and deliver District
46 vehicle to the service facility, as approved by the Superintendent or designee.
47

1 **Section 11.6.10. Call Back Time.**

2 Employees called back on a regular workday shall receive no less than two (2) hours' pay at the
3 appropriate rate. Time worked in excess of two (2) hours under such conditions shall be
4 rounded to the nearest quarter (¼) hour.

5
6 **Section 11.6.11. Overnight Trips.**

7 Events that require out of town and overnight stays shall be preliminarily posted with the
8 transportation department ten (10) school days prior to scheduled departure, allowing drivers to
9 review scheduling and assure driver availability.

10
11 A driver or drivers assigned these events shall be compensated for all hours driving. Drivers
12 shall be provided their own motel room and the current per diem rate for meals according to
13 board policy. Any driver required to transport students and chaperones to different locations
14 during these events shall receive drivers wage while waiting for return transport to original
15 location of departure. Drivers on said trip shall also be given eight (8) hours of drivers' wage
16 compensation per day when no driving is scheduled.

17
18 **Section 11.7. Small Vehicle Usage.**

19 For student transport involving ten (10) passengers (driver and nine [9] students), three (3) vehicles
20 may be used by the District. Student transport requirements exceeding the listed criteria shall be
21 assigned transport in a school bus. The use of small vehicles to transport students shall be offered to
22 regular drivers first before using other qualified District or non-district employees provided regular am,
23 mid-day, and pm routes are staffed. Should the district fail to have a qualified driver (per District
24 protocol) available for any reason, the association seniority assignment process shall be used to
25 complete the student transport.

26
27 **Section 11.8. DOT Physicals.**

28 The District will pay the full amount for a Department of Transportation (D.O.T.) physical
29 examination as required by the District or state regulations. The District shall establish an arrangement
30 with an examiner on the national registry of "Certified Medical Examiners" as per OSPI in the May
31 2014, State of Washington Driver's Handbook to provide required examinations for employees, the
32 cost of which would be submitted directly to the District for payment.

33
34 The District shall reimburse up to three (3) substitute bus driver physicals annually, after they have
35 completed twenty (20) workdays.

36
37 **Section 11.9. License or Certification Reimbursement.**

38 The District agrees to pay up to one hundred fifty dollars (\$150) toward any license and or certification
39 that is required for the position. These licenses and certifications are as follows: Food Handler's
40 Permit, CDL renewals, Driver Trainer Certification, Pesticide License, license renewal for SLPA, and
41 First Aide Instructor's Certification as required for the position. Excluding these is employee's
42 personal driver's license.

43
44 **Section 11.10. Bus Driver Annual Conference.**

45 Up to four (4) Bus Drivers shall be compensated for time spent annually at the WAPT Conference (or
46 equivalent) Training.

Section 11.11. Driver Professional Development Enhancement.

Employee(s) who successfully complete the Pupil Transportation Management Training Program or has acquired a Driver Trainer Certification shall receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver trainer in any given year.

Section 11.12. Signing Bonus New Drivers.

Newly hired bus drivers committed to work shall receive a signing bonus of seven hundred fifty dollars (\$750) once they have completed one (1) full year or twelve (12) months of employment.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1. Grievance Definition.

A grievance is defined as an alleged occurrence of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance. Such grievance shall be submitted to the following grievance procedure.

Section 12.1.1. Step 1 - Informal meeting with Immediate Supervisor.

Within ten (10) workdays of the alleged occurrence, the employee will present the grievance to their immediate supervisor. After presentation of the grievance, the immediate supervisor shall have ten (10) workdays to give their answer in a written letter.

Section 12.1.2. Step 2 - Reduce to Writing-Immediate Supervisor or Personnel Director.

If the grievance is not resolved in Step 1, the employee must, within ten (10) workdays of receipt of the immediate supervisor's response, submit to the supervisor/personnel director a signed, written "Statement of Grievance". The "Statement of Grievance" shall name the employee involved, shall give the date of the alleged occurrence of this Agreement, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be misapplied by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the remedy requested, and shall be signed and dated by the employee involved. The supervisor/personnel director shall give the employee an answer in writing no later than ten (10) workdays after receipt of the written grievance. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section 12.1.3. Step 3 - Superintendent or Designee.

If the grievance is not resolved in Step 2, it must be submitted within ten (10) workdays to the Superintendent or designee. The grievant employee, along with a representative of the Association shall meet within a reasonable time, not to exceed ten (10) workdays in an attempt To resolve the matter. If an agreeable disposition is made, all parties to the grievance shall sign it.

Section. 12.1.4. Step 4 - School Board.

If a satisfactory disposition of the grievance is not made as a result of the meeting provided in Step 3, above, either party shall have the right to file said grievance with the Secretary of the Board within ten (10) workdays of the meeting provided in Step 3. The Board will have twenty

(20) workdays to render its decision, in writing, to the Association and aggrieved employee. The Board's decision shall be final.

Section 12.1.5. Step 5 - Arbitration.

If no settlement has been reached within the ten (10) workdays referred to in the preceding subsection, the Association may request that the District consider arbitration in place of court. If agreed by the District, the grievance must be filed within ten (10) workdays of the Board's decision. Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement shall then be submitted to arbitration under the voluntary labor arbitration rules of the American Arbitration Association. If mutually agreed, the parties may submit to arbitration under other rules. The parties further agree to accept the arbitrator's award as final and binding upon them.

Section 12.1.6.

The cost of the arbitrator, including expenses, shall be shared equally by the parties. Any other expenses shall be borne by the party incurring said expense.

ARTICLE XIII

PROBATION, SENIORITY, AND LAYOFF PROCEDURES

Section 13.1. Seniority Date.

The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment (hereinafter "hire date") unless such seniority shall be lost as hereinafter provided.

Section 13.1.1. Loss of Seniority.

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

- A. Resignation;
- B. Discharge for justifiable cause; and
- C. Retirement.

Section 13.2. Seniority Within General Job Classification.

Seniority rights shall be effective within the general job classification, as used in this Agreement. An employee who changes job classification, as per Section 1.1., within the bargaining unit shall retain their "hire date" with the District notwithstanding; they have acquired a new seniority date in their new classification but shall not have seniority over employees in a different job classification.

Section 13.2.1. Seniority Ties.

Ties shall be broken in the following manner: application date and time, then by drawing lots.

Section 13.3. Seniority Rights.

The employee with the earliest hire date shall have absolute preferential rights regarding layoffs. The employee with the earliest hire date shall have preferential rights regarding vacation periods, special services, promotions, assignments to new or open jobs or positions when ability and performance are substantially equal with junior employees. If the District determines that seniority rights in the

previous sentence should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District shall set forth in writing to the employee or employees and the Association its reasons why the senior employee or employees have been bypassed.

Section 13.3.1. Internal Job Postings.

In the event an open position is not filled by an employee within the general job classification of said open position, the district will interview up to three (3) of the most qualified internal candidates.

Section 13.4. Probation.

Employees newly hired to the District shall remain on probationary status for a period of time not exceeding six (6) months. Testing for drugs and/or alcohol abuse may be required of all new employees and employees on probationary status.

Section 13.5. Layoff.

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to seniority ranking per classification. Such employees are to have priority over junior employees and outside applicants, provided that the employee meets the posted job qualifications, in filling an opening in the classification held immediately prior to layoff. Names shall remain on the reemployment list for one (1) year. The District will provide PSE with advance notice and reasonable opportunity to bargain layoffs and/or reductions in hours. The District shall send a certified letter or obtain the signature and date of an employee being offered reemployment. If an employee on layoff status rejects an offer of reemployment, or who fails to respond within ten (10) calendar days of the date of the offer, forfeits seniority and all other accrued benefits, including reemployment rights; provided that such employee is offered a position substantially equal in salary, benefits, and general working conditions.

Section 13.5.1. Bumping Rights.

All bumping to avoid layoff is subject to the seniority bypass provisions of Section 13.5 above. The minimal displacement bumping process will be as follows:

1. All bumping to avoid layoff shall be to a lateral or lesser paid position for which the senior employee is qualified.
2. In the exercise of seniority rights (bumping), an employee cannot increase his or her regularly scheduled daily hours of work by more than thirty (30) minutes.
3. In the event that a senior employee's position is eliminated in connection with a layoff, he or she will not have any right to displace (bump) a junior employee if the District can place the senior employee in an available position that is similar in salary, benefits and general working conditions.
4. In the event that a senior employee's position is eliminated in connection with a layoff and the District cannot place the employee in an available position, the senior employee will have the right to exercise his or her seniority rights through (bumping) into a position that is substantially similar in salary, benefits, and general working conditions.

5. The process will begin with the most senior employee that is displaced having the option to choose a position that is less senior. Only the employees that are displaced by position elimination or are bumped by a senior employee will have the option to exercise his or her seniority rights (bumping). Employees not affected by a displacement (bump) will retain their current position.
6. Employees who are currently in bilingual required positions will follow the same process outlined above but will only be able to bump into bilingual required less senior positions. In the event there are no bilingual required positions available, the employee will have the right to bump into a non-bilingual position.
7. This District shall notify all employees who are affected five (5) workdays prior of the time and place of the bid session. All employees shall be supplied a copy of all jobs that are available along with start and end times and a summarized job description. The employee must be present to bid. If an employee is unavailable, they must notify the District in writing of their intent to bid by proxy (Classified employee can send a representative in their place with written consent).

Section 13.5.2. Reduction of Hours.

In the event the District reduces an employee(s) hour of work by sixty (60) minutes or more of regular daily assigned time, the impacted employee shall have displacement rights (bumping) as provided for in Article XIII, Section 13.5.1.

Section 13.5.3. Layoff List.

Employees on layoff status shall file their addresses, phone number and email address (if applicable) in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address. Employees who refuse employment during their one (1) year in the re-employment pool, will be dropped from the pool. The employee must sign acknowledging the job offer. Should the District be unable to reach the employee within (3) workdays, the District must send a certified letter to the employee. If the employee fails to respond within five (5) calendar days of receipt of letter, the employee will forfeit their job in the District.

ARTICLE XIV

DISCHARGE, TRAINING, AND EVALUATION OF EMPLOYEES

Section 14.1. Just Cause.

The District may discharge any employee subject to this Agreement for justifiable cause.

Section 14.2.

The issue of justifiable cause shall be resolved in accordance with Article XII, Grievance Procedures.

Section 14.3. Notification to Non-Annual Employees.

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months' work per year.

1 **Section 14.3.1. Notification of Non-Renewal.**

2 Should the District decide to discharge any non-annual employee, the employee shall be so
3 notified in writing prior to the expiration of the school year.

4
5 **Section 14.3.2.**

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

8
9 **Section 14.4. Evaluations.**

10 The purpose of the evaluation is to document the District's assessment of the job performance of the
11 employee and also to guide the employee in the performance of their duties. Each employee will be
12 evaluated in writing by their supervisor/designee no later than June 1st. A copy of the evaluation
13 report(s) will be provided to the employee. The employee will have the opportunity to discuss the
14 completed evaluation report with their evaluator. The employee may choose to respond to the
15 evaluation in writing within ten (10) workdays from the date of the evaluation. The written response
16 will be attached to the evaluation and become a part of the employee's personnel file.

17
18 **Section 14.5. Minimum Employment Requirements for Paraeducators.**

19 Paraeducators will be defined as a classified public school or School District employee who works
20 under the supervision of a certified or licensed staff member, from Kindergarten to 12th grade to
21 support and assist in providing instructional and other services to students and their families, including
22 library assistant. (WAC 179-01-020). Effective September 1, 2019, all paraeducators must meet the
23 following minimum requirements per RCW 28A.413.040:

- 24
25 1. Be at least eighteen (18) year of age and hold a high school diploma or its equivalent (a copy
26 must be turned into the personnel office on or by board hire date); and
27
28 2. (a) Have received a passing grade on the education testing service Paraeducator assessment; or
29 (b) Hold an associate of arts degree; or
30 (c) Have earned seventy-two (72) quarter credits or forty-eight (48) semester credits at an
31 institution of higher education; or
32 (d) Have completed a registered apprenticeship program.

33
34 **Section 14.6. Paraeducator Certification.**

35 The State of Washington and the Paraeducator Standards Board (PESB) determined that all
36 paraeducators must begin a formal certification. This applies to classified public school or School
37 District employees who work under the supervision of a certificated or licensed staff member from
38 grades Kindergarten to Grade 12 to support and assist in providing instructional and other services to
39 students and their families. All paraeducators in the bargaining unit are subject to this certification
40 process. The District and the Union support this program as it continues to change as directed by the
41 state.

42
43 **District Responsibilities:**

- 44
45 1. Provide training that meets the requirements of PESB in the Fundamental Course of
46 Study (FCS)/General Paraeducator Certificate (GPC) as required by the state.

2. Provide training throughout the school year to include but not limited to upon hire, early release days, professional days, and during conferences.
3. Develop a training calendar for the school year annually and review with the Association before distribution.
4. Clearly communicate to paraeducators when training will be offered for the school year before October 1st annually.

Paraeducator Responsibilities:

1. Register for and participate in courses provided by the District.
2. Maintain records of training including course completion certificates.
3. Use the e-certification system to enter the completion of the paraeducator certificates.
4. Complete required (as directed by PESB) hours each year of District provided training each year towards the paraeducator certificates.
5. Paraeducators who do not participate in trainings offered by the District will be required to take the courses at their own cost.
6. Paraeducators who do not complete the training required by the state may be subject to layoff provisions. The District and PSE will address these issues on a case-by-case basis.

If there are any legislature impacts to the paraeducator training or the completion of the paraeducator certificates, the District and PSE agree to bargain the legislative impact. Should the state discontinue funding for paraeducator certification, this section of the CBA is null and void.

Section 14.7. Para Certification Reimbursement.

Provided the Washington State Legislature continues to fund the Paraeducator Certification Program the District will reimburse all employees in the educational support professional classification for the cost of all required clock hours and certificates of which are part of the Paraeducator Certificate Program through the Professional Educator Standards Board.

ARTICLE XV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 15.1. Checkoff.

The District shall deduct PSE dues or approved voluntary political contributions from the pay of any employee who authorizes such deductions as per state law via written, voice authorization or by E-signature in accordance with "E-SIGN." Public School Employees of Washington/SEIU Local 1948 (PSE) will provide a list of those members who have agreed to union membership via voice

1 authorization. In addition, upon request, access to the District to the .wav files associated with the
2 voice authorization. PSE will be the custodian of the records related to dues authorizations. PSE agrees
3 that, as the custodian of the records, it has the responsibility to ensure the accuracy and safekeeping of
4 those records. The District shall transmit all such funds deducted to the Treasurer of the Public School
5 Employees of Washington/SEIU Local 1948 on a monthly basis. Transmissions will include payments
6 and an electronic list of all represented employees with deduction amounts and gross wages worked
7 under this Agreement. Transactions will be submitted by the last working day of each month.
8 Submissions are to include all employees covered by the Collective Bargaining Agreement. A dues
9 remittance form needs to accompany the payment every month and include membership status
10 changes. PSE will indemnify, defend, and hold the District harmless against any claims made and
11 against any suit brought against the District on account of any payroll deductions for PSE. PSE agrees
12 to refund the District any amounts paid to them in error.

13 14 **Section 15.1.1.**

15 Under Washington law, the employer will not discriminate, restraint, retaliate, coerce, or
16 interfere with an employee's right to join the Association. Shall any employee elect to revoke
17 their membership status, it must be done in writing to the Public School Employees of
18 Washington/SEIU Local 1948.

19 20 **Section 15.2. Employee Information.**

21 During the first week of each month from an employee's hire date or change in position and two (2)
22 times annually November 1 and March 1 thereafter, for all employees covered under PSE collective
23 bargaining unit, the employer will provide an editable digital file format to membership@pseofwa.org
24 and to the Association President or designee for all employee information retained in the employer's
25 records to the Union. Report subs only when they have met eligibility requirements and provide date
26 employee became Union eligible.

27
28 The information will include:

- 29
30 ■ The employee's name and date of hire; If a current employee has a change in position, the new
31 position start date.
- 32 ■ The employee's contact information, including:
 - 33 ○ Cellular, home, and work telephone numbers
 - 34 ○ Work and personal email addresses; and
 - 35 ○ Home address or personal mailing address
- 36 ■ Employment information
- 37 ■ The employee's job title employee ID or unique identifier
- 38 ■ Rate of pay
- 39 ■ Number of contracted days
- 40 ■ Continuing or non-continuing position
- 41 ■ Primary work site or duty station

42 43 **Section 15.3. Political Action Committee.**

44 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
45 deduct from the pay of such bargaining unit employee the amount of contribution the employee
46 voluntarily chooses for deduction for political purposes and shall transmit the same to the Union on the
47 Union dues transmittal check. Section 15.1 of the Collective Bargaining Agreement shall apply to

1 these deductions. The employee may revoke the request at any time. At least annually, the employee
2 shall be notified by the PSE State Organization about the right to revoke the request.
3

4 5 **ARTICLE XVI**

6 7 **RETIREMENT**

8 9 **Section 16.1.**

10 In determining whether an employee subject to this Agreement is eligible for participation in the
11 Washington State Public Employees Retirement System, the District shall report all hours worked,
12 whether straight time, overtime, or otherwise.
13

14 **Section 16.2.**

15 Employee Retirement Contribution Deferral: The Employee Retirement Contribution to the Public
16 Employees Retirement System shall be tax deferred in accordance with applicable state rules and
17 regulations.
18

19 20 **ARTICLE XVII**

21 22 **TRANSFER OF EXPERIENCE**

23 24 **Section 17.1. Transfer of Experience.**

25 Employees who leave one (1) school district within the State of Washington and commence
26 employment with the Columbia/Burbank School District shall retain the same longevity, leave
27 benefits, and other benefits that the employee had in his or her previous position, unless the District's
28 system for computing such benefits differs from that of the previous school district, in which event the
29 transfer employee shall be granted the same longevity, leave benefits and other benefits, as an
30 employee in the District who has similar occupational status and total years of service.
31 Notwithstanding the above, no transfer employee shall retain any seniority rights other than longevity.
32 If a transfer employee is hired into a classification different than the classification held at the previous
33 school district, the transfer employee shall be granted the same longevity, leave benefits, and other
34 benefits, as an employee in the District who has similar occupational status and total years of service
35 and were to make such change in classification.
36

37 38 **ARTICLE XVIII**

39 40 **TERM AND SEPARABILITY OF PROVISIONS**

41 42 **Section 18.1. Term of Agreement.**

43 The term of this Agreement shall be from September 1, 2024, to August 31, 2027.
44

45 **Section 18.2. Retroactive Pay.**

46 Where applicable, shall be paid on the first regular pay day following execution of this Agreement if
47 possible, and in any case not later than the second regular pay day.
48

Section 18.2.1. Pay Scale.

Less than twelve (12) month employees hired after September 1, 1999, who opt to take medical benefits, will be paid on a twelve (12) month schedule.

Section 18.3. Incremental Steps.

Longevity is based off Step 4. Longevity is not cumulative. Where applicable, shall take effect on September 1 of each year during the term of this Agreement; provided, the employee has been actively employed continuously for at least one-half (½) of the previous employment year.

Section 18.4. Longevity.

The District agrees to longevity payments as follows:

- Five (5) years of service, fifteen cents (\$0.15)
- Ten (10) years of service, twenty cents (\$0.20)
- Fifteen (15) years of service, thirty cents (\$0.30)
- Twenty (20) years of service, forty cents (\$0.40)
- Twenty-five (25) years of service, fifty cents (\$0.50)
- Thirty (30) years of service, sixty cents (\$0.60)
- Thirty-five (35) years of service, seventy cents (\$0.70)
- Forty (40) years of service, eighty cents (\$0.80)

Section 18.5. Applicability.

This Agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provision of this Agreement or any application to any employee or group of employees covered by this Agreement or any application to any employee or group of employees covered by this Agreement is found contrary to law, such provision shall become inoperative. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

Section 18.6. Wage Increases / Reopening Agreement.

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to renegotiate Schedule A and fringe benefits herein and provided further, that this Agreement shall be reopened to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. Although, the parties have agreed that the following shall incur regarding the duration of 2024-2027 contract years:

- 2024-2025:
 - Four percent (4%) increase (inclusive of IPD) for all employees.
 - Medical Disbursement Enhancement twenty-five cents (\$0.25) additional per hour to base rate.
 - Head Cook same rate as Office Manager
 - Bilingual Office Manager required to translate or interpret. Position added to schedule A Office Manager rate + fifty cents (\$0.50) per hour.

- 2025-2026:
 - Three percent (3%) inclusive (inclusive of IPD or greater if IPD exceeds) for all employees.
 - Medical Disbursement Enhancement thirty cents (\$0.30) additional per hour to base rate.
- 2026-2027:
 - Three percent (3%) inclusive (inclusive of IPD or greater if IPD exceeds) for all employees.

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

COLUMBIA / BURBANK CHAPTER #113

BY: /e-signed by Juline Tuck
Juline Tuck, Chapter President

DATE: 11/07/24

COLUMBIA SCHOOL DISTRICT #400

BY: /e-signed by Todd Hilberg
Todd Hilberg, Superintendent

DATE: 11/06/24

SCHEDULE A 2024-2025
COLUMBIA SCHOOL DISTRICT #400
September 1, 2024 – August 31, 2025 - 4%

LEVEL	I	II	III	IV
Year Completed	<u>1</u>	<u>2</u>	<u>4</u>	<u>6+</u>
Transportation				
Trainer (First Aid/Driver)	\$24.60	\$25.02	\$25.97	\$26.80
Driver	\$22.57	\$23.08	\$24.04	\$24.79
Trans/Maint Coordinator	\$21.30	\$22.68	\$24.11	\$24.85
Courier	\$18.77	\$19.56	\$20.27	\$20.95
Bus Attendant	\$18.28	\$19.63	\$20.73	\$21.40
Educational Support				
Paraprofessional	\$18.28	\$19.63	\$20.73	\$21.40
Library Technician	\$18.95	\$20.29	\$21.38	\$22.07
Bilingual Translator (District Designated)	\$18.95	\$20.29	\$21.38	\$22.07
Specialized Para (Per Section 11.5.2)	\$18.95	\$20.29	\$21.38	\$22.07
SLPA	\$25.81	\$27.19	\$28.62	\$30.26
Home Visitor	\$21.10	\$22.18	\$23.40	\$24.08
Records Clerk	\$21.30	\$22.68	\$24.11	\$24.85
Secretarial				
Office Manager	\$21.30	\$22.68	\$24.11	\$24.85
Custodial/Maintenance				
Maintenance/Custodian	\$21.61	\$23.47	\$24.80	\$25.47
Grounds	\$21.61	\$23.47	\$24.80	\$25.47
Custodian	\$20.41	\$21.43	\$22.49	\$23.15
Food Service				
Head Cook	\$21.30	\$22.68	\$24.11	\$24.85
Cooks Assistant	\$17.60	\$18.52	\$19.51	\$20.17
Food Services Assistant	\$17.20	\$18.09	\$19.05	\$19.63
Substitutes will be paid at the "1" step.				
*Longevity = .15 @ 5 yrs, .20 @ 10 yrs, .30 @ 15 years, .40 @ 20 years, .50 @ 25 years, .60 @ 30 years, .70 @ 35 years, .80 @ 40 years				
IN-SERVICE AND EDUCATIONAL STEPS				
A. 15 Credits or 150 clock hours approved by District or pass the Title I test = 1% of salary step.				
B. 30 Credits or 300 clock hours approved by District = 1.5% of salary step.				
C. 60 Credits or 600 clock hours approved by District = 3% of salary step.				
D. 90 Credits or 900 clock hours approved by District = 6% of salary step.				
E. 180 Credits or 1200 clock hours approved by District = 7% of salary step.				
Employees will be required to submit all transcripts to the Superintendent.				
Employee(s) who successfully complete the Pupil Transportation Management Training Program shall receive an additional fifty cents (\$.50) per hour as is identified by the District as the primary driver trainer in any given year.				
<u>Medication Dispensing:</u> The District will pay Office Managers an extra twenty (\$0.25) cents an hour for those whose job description includes substantial responsibilities in this area. The Principal of each building is responsible for designating this individual in each building. Those members of the PSE who are designated for training but do not have substantial responsibility will be paid for training above the employees contracted yearly hours. This rate of pay for training will be twenty (\$.20) cents an hour above the employee's regular pay.				
Bilingual office Manager will be paid an additional (\$0.50) cents an hour.				

SCHEDULE A – ENHANCEMENTS
COLUMBIA/BURBANK PSE
September 1, 2024 – August 31, 2027

MEDICATION DISPENSING:

Office Managers may be required to assist the RN with the dispensing of medication to students. The principal of each building is responsible for designating which individual will be required to perform these responsibilities.

The principal of each building is responsible for finding volunteers to cover these responsibilities during breaks, lunches, and employee absences. The principal has the authority to appoint the most qualified volunteer.

The District will provide all required training for employees who have this responsibility.

- The Office Manager assigned will be compensated according to the medication disbursement enhancement on Schedule A - wages to their base hourly wage.
- Employees chosen to cover these responsibilities shall enter into their time sheet the medical dispensing rate on Schedule A when performing these responsibilities rounded up to the next full hour for time worked in the day.
- Employees shall be compensated the medical dispensing rate on schedule A when attending required training for dispensing to students.

The Transportation/Maintenance Coordinator, when required by the Superintendent or designee to carry a radio or cell phone during non-work hours, shall receive a minimum of one (1) hour of pay when a phone call is received for business purposes.

***Office Managers required to perform sub finder work prior to or after their regular workday shall be compensated their regular hourly pay.

In the absence of the Transportation/Maintenance Coordinator, the District shall assign the work to the most senior employee interested.

Any employee required by the Superintendent or designee to use a personal vehicle shall be reimbursed at the current government mileage rate, with compensation beginning from school destination.

Employees shall be accredited with clock hours when approved by the Superintendent or designee.

When filling the position of Head Cook, a hiring committee will be established that consists of no more than six (6) committee members. Fifty percent (50%) of these committee members shall be from PSE. Shall the committee be unable to come to a consensus, the Superintendent shall be the tie breaker. This process does not negate the grievance process.

Employee(s) who successfully complete the Pupil Transportation Management Training Program shall receive an additional fifty cents (\$0.50) per hour as is identified by the District as the primary Driver Trainer in any given year.

COLUMBIA SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION
(Non-Certificated Positions)

Employee's Name: _____ Date: _____

Position: _____ Dept/School: _____

Evaluation Period: _____ through _____

PERFORMANCE TRAITS: (Check one statement for each trait. Specific comments must be filled in and suggestions for improvement written if that trait is checked.)

1. **JOB KNOWLEDGE:** Possesses information and understanding of responsibility expected of the job as stated in job description.

- ☐ Lacks some required knowledge
- ☐ Satisfies job requirement
- ☐ Very well informed on all phases of work

Specific Instances of #1: _____

Suggestions for Improvement: _____

2. **JOB PERFORMANCE:** The amount of regularly produced work consistent with job expectations.

- ☐ In some respects, below job requirements
- ☐ Satisfies job requirements
- ☐ More than satisfies job requirements

Specific Instances of #1: _____

Suggestions for Improvement: _____

3. **QUALITY:** The extent to which work produced meets standards of quality expected of the job.

- ☐ Work in some respects below job requirements
- ☐ Work satisfies job requirements
- ☐ Work done very well

Specific Instances of #1: _____

Suggestions for Improvement: _____

COLUMBIA SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION
(Non-Certificated Positions)

4. **JOB ATTITUDE:** Amount of interest and initiative shown.

- ☐ Frequently indifferent toward work
- ☐ Normal interest in work
- ☐ Considerable interest in work

Specific Instances of #1: _____

Suggestions for Improvement: _____

5. **DEPENDABILITY:** Extent to which employee remains on job, cares for property, and carries out instructions.

- ☐ Requires frequent supervision
- ☐ Usually dependable with or without supervision
- ☐ Very conscientious and reliable

Specific Instances of #1: _____

Suggestions for Improvement: _____

6. **ACCEPTANCE OF CONSTRUCTIVE CRITICISM:** Ability to respond positively to suggestions and job performance comments.

- ☐ Lacks the ability to accept constructive criticism
- ☐ Deals with criticism
- ☐ Accepts guidance and suggestions from others

Specific Instances of #1: _____

Suggestions for Improvement: _____

7. **SAFETY:** Ability to maintain safe working environment and follow established safety policies and guidelines.

- ☐ Often careless of safety of self and others
- ☐ Follows acceptable safety practices
- ☐ Exercises great care and foresees hazards to self and others

Specific Instances of #1: _____

Suggestions for Improvement: _____

8. **INITIATIVE:** The self-motivation to achieve job expectations.

- ☐ Seldom perceives the need for starting independent action.
- ☐ Frequently notes need for and starts independent action.
- ☐ Originates well thought out action.

Specific Instances of #1: _____

Suggestions for Improvement: _____

9. **STRESS:** The ability to withstand pressure and to remain calm in crisis situations.

- ☐ Under pressure is easily irritated.
- ☐ Has tolerance for crisis: Usually remains calm.
- ☐ Performs effectively under pressure

Specific Instances of #1: _____

Suggestions for Improvement: _____

10. **COURTESY:** The politeness and cooperation given other people.

- ☐ Sometimes tactless
- ☐ Agreeable and pleasant
- ☐ Always polite and willing to help

Specific Instances of #1: _____

Suggestions for Improvement: _____

11. **PERSONAL APPEARANCE:** The personal impression an individual makes on others.
(Consider cleanliness, grooming, neatness, and appropriateness of dress on the job)

- ☐ Does not satisfy personal appearance expectations
- ☐ Satisfies or exceeds personal appearance expectations

Specific Instances of #1: _____

Suggestions for Improvement: _____

12. **ATTENDANCE:** Faithfulness in coming to work daily and conforming to work hours.

- ☐ Does not satisfy attendance and/or punctuality expectations
- ☐ Satisfies or exceeds attendance and/or punctuality expectations

Specific Instances of #1: _____

Suggestions for Improvement: _____

STATEMENT ON OVERALL PERFORMANCE AND RECOMMENDATIONS:

(Required to be completed by evaluator)

EMPLOYEE COMMENTS:

(Optional)

Evaluator(s) Signature

Date

NOTE: (Employee comments must be recorded on the original copy and returned to the supervisor within five (5) workdays from the time of evaluation discussion.)

I have read and have had an opportunity to discuss this evaluation of my work with my supervisor. I realize that my signature on this form **does not** mean that I agree with the evaluation. A copy of this report has been given to me. The Evaluation was completed prior to **May 15th** of the evaluated school year.

Signature of Employee being Evaluated

Date

Reviewed By Management Signature

Date

cc: Employee
Evaluator(s)
Personnel Office File