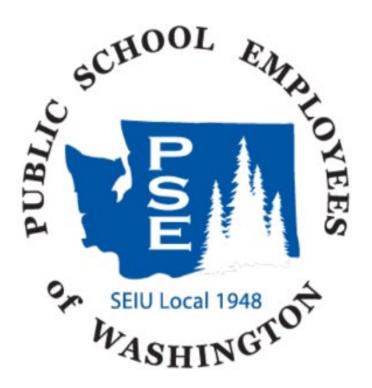
# COLLECTIVE BARGAINING AGREEMENT BETWEEN

# LOPEZ ISLAND SCHOOL DISTRICT #401

**AND** 

# PUBLIC SCHOOL EMPLOYEES LOPEZ ISLAND #805

SEPTEMBER 1, 2024 - AUGUST 31, 2026



Public School Employees of Washington / SEIU Local 1948

**PO Box 798** Auburn, Washington 98071 866.820.5652

www.pseclassified.org

# TABLE OF CONTENTS

		ŀ	Page
<b>P</b> ]	REAMBLE		1
	ARTICLE I	RECOGNITION AND COVERAGE OF AGREEMENT	1
	ARTICLE II	RIGHTS OF THE DISTRICT	3
	ARTICLE III	RIGHTS OF EMPLOYEES	3
	ARTICLE IV	RIGHTS OF THE UNION	4
	ARTICLE V	APPROPRIATE MATTERS FOR CONSULTATION & NEGOTIATION	6
	ARTICLE VI	UNION REPRESENTATION	7
	ARTICLE VII	HOURS OF WORK AND OVERTIME	8
	ARTICLE VIII	HOLIDAYS AND VACATIONS	11
	ARTICLE IX	LEAVES	12
	ARTICLE X	PROBATION, SENIORITY AND LAYOFF PROCEDURES	16
	ARTICLE XI	DISCIPLINE AND DISCHARGE OF EMPLOYEES	18
	ARTICLE XII	INSURANCE AND RETIREMENT	19
	ARTICLE XIII	JOB RELATED EDUCATION AND TRAINING	20
	ARTICLE XIV	EMPLOYEE SAFETY	22
	ARTICLE XV	UNION MEMBERSHIP AND CHECKOFF	22
	ARTICLE XVI	GRIEVANCE PROCEDURE	23
	ARTICLE XVII	TRANSFER OF PREVIOUS EXPERIENCE	25
	ARTICLE XVIII	SALARIES AND EMPLOYEE COMPENSATION	25
	ARTICLE XIX	TERM AND SEPARABILITY OF PROVISIONS	27
S	IGNATURE PAGE		28

PREAMBLE
This Agreement is made and entered into between Lopez Island School District (hereinafter "District") and Public School Employees of Lopez Island, an affiliate of Public School Employees of Washington (hereinafter "Union").
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

#### ARTICLE I

#### RECOGNITION AND COVERAGE OF AGREEMENT

#### Section 1.1.

agree as follows:

The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Union 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.

Descriptions for all positions subject to this Agreement shall be held by the Human Resources Department and made available to all staff. Modifications of existing positions, or the creation of new positions, shall require consultation pursuant to RCW 41.56.030 (2). All new job descriptions shall be finalized prior to initial hiring.

#### **Section 1.3.1.**

Employees who believe that the workload and responsibilities of their position has changed significantly, shall activate access to a District provided outside human resources professional. The outside professional shall be mutually approved by the parties. Request for such evaluation shall be made in writing to the Superintendent and the Chapter President. The final recommendations of the consultant shall be binding on the parties.

#### Section 1.4.

 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Office Coordinator, Custodial-Maintenance, Transportation, Paraeducators, Technology, Health Room Assistant/Nurse and Food Service, EXCEPT: the Technology Director, the Administrative Assistant, Payroll, Finance Director, Accounts Payable and Human Resources.

#### **Section 1.4.1.**



All substitute employees working in classifications covered by this Collective Bargaining Agreement shall be eligible for Union representation and shall be included in the bargaining unit for the purposes of wages, working conditions, discrimination, discipline, and labor rights.

#### **Section 1.4.2.**

Substitutes who have been employed thirty-one (31) days or more during any twenty-four (24) month period ending during the current or immediately preceding school year and continue to be available for work shall be included within the bargaining unit, but subject only to Sections 10.1.1, 10.7, 10.8 and Article XV of the Collective Bargaining Agreement. All substitutes covered by this Section shall receive pay at the base rate of pay on Step 2 specified on Schedule A, with the exception of substitutes who previously retired from the classification they are working (see Section 1.4.2.1). Once a substitute has qualified under this provision, the substitute does not have to re-qualify in succeeding years, provided the individual remains active for consecutive school years.

#### Section 1.4.2.1. Experienced Substitutes.

Substitutes who previously retired from a District in Washington State shall receive pay at Step 4 of the base rate of pay specified on Schedule A, provided they are substituting in the same or similar position from which they retired.

#### **Section 1.4.3.**

Substitute employees replacing regular employees, granted a Board approved leave which lasts longer than thirty (30) days, working longer than thirty (30) consecutive days in a general job classification, are considered regular employees and shall be subject to all terms and conditions of this Collective Bargaining Agreement. Upon completion of the leave replacement assignment, the employee shall return to the status of a substitute.

#### **Section 1.4.3.1.**

Substitute employees who work longer than thirty (30) consecutive days within a current or immediately preceding school year in any general job classifications shall be subject to all terms and conditions of this Collective Bargaining Agreement with the exception of Article IX. Such an exemption to the terms and conditions of the bargaining agreement shall be subject to the terms of Article IX, Section 9.1.4. Sick Leave.

#### **Section 1.4.4.**

Substitute classified employees employed for more than thirty (30) days of work in one (1) classification within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes, are regular part-time employees of the District and shall be included in the bargaining unit.



#### ARTICLE II

RIGHTS OF THE DISTRICT

1 2

3

5

6

7

8

9

10

11

12

4

# 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 and subject to applicable laws, regulations, and the provisions of this Agreement, 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 legitimate reasons. 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.

13 14 15

16

17

18

### Section 2.2.

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

ARTICLE III

RIGHTS OF EMPLOYEES

19 20 21

22 23 24

# 25

26 27

28

29

30

31

32

33

Section 3.1. It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of

such employees to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the Board of Directors of the District or any other governmental body, group, or individual. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is

34 35 36

# Section 3.2. Each employee shall have the right to bring matters of personal concern to the attention of the appropriate

37 38

Union representatives and/or appropriate administrators of the District.

41 42

39

40

43

44

45

46 47 Section 3.3. Employees subject to this Agreement have the right to have, upon request, Union representatives or other persons present at any disciplinary proceedings and/or supervisory meetings between themselves and supervisors or other representatives of the District. Employees have the right to know in advance, whenever possible, whether any proceedings and/or meetings may potentially result in discipline, and the range of discipline that may potentially arise from any such events. If any part of this Section is not fully

allowed within the District to encourage or discourage membership in any employee organization.

adhered to, then no discipline shall result from such events.

#### Section 3.4.

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

#### Section 3.5.

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

#### Section 3.6.

The District will evaluate at least once each year the performance of all employees. Employees shall be allowed to attach written comments to the evaluations; such comments will become a part of the evaluation. In circumstances where the evaluation of an employee is found to be unsatisfactory, the District shall provide the employee specific recommendations on how the employee might improve his/her job performance. The evaluation forms shall be attached to this Agreement as an appendix.

#### Section 3.7. Public Disclosure Laws.

Nothing in this Agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee and the Union prior to the release of any requested record. Employees shall have four (4) business days to notify the District if they plan to file an injunction blocking the request.

#### Section 3.8.

Employees, upon request, shall be allowed to inspect their personnel files. Copies, at a cost, shall be permitted. Each employee shall be provided with a copy of all material placed in his or her personnel file within five (5) working days of its insertion. Such materials shall be signed and dated by the employee acknowledging the employee has read such material. An employee may attach comments to any material that is part of the personnel file. Upon request from the employee, disciplinary material will be removed from an employee's file two (2) years after inclusion, provided that no disciplinary material of a like nature has been added during the past year.

#### Section 3.9.

Employees reserve and retain the right to strike, work stoppage, slowdown, picket, walkout, and other labor actions for reasons of conscience, mutual aid, and solidarity. The District shall not replace or lock out employees engaging in Union sanctioned labor action under the auspices of moral compulsion.

#### ARTICLE IV

#### RIGHTS OF THE UNION

#### Section 4.1.

The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to the formulation, development, and implementation of industrial relations matters and



practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

# Section 4.2.

The Union is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Union's views concerning the case.

#### **Section 4.3.** New Hire Notification.

The District will notify the Union of all new hires at least three working days before the employee's first workday, or as soon as practical. The name, hire date, personal telephone number, personal email address, mailing address, job title, rate of pay, hours per day, FTE and work location or duty station information of employees in the bargaining unit will be provided at least three (3) working days before the employee's first workday for all employees in the bargaining unit. This data shall be sent to membership@pseofwa.org and to the Chapter President of the Union or their designee in an editable digital file format.

#### Section 4.3.1. Access to New Employees of the Bargaining Unit.

The District will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about the union to the new employee. "Reasonable access" for the purposes of this Section means the access to the new employee occurs within one (1) week of the employee's start date within the bargaining unit; the access is for no less than thirty (30) minutes; and the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and the Union.

#### **Section 4.3.2. New Employee Orientations.**

If possible, the District will provide the Union with at least ten (10) days' notice before any scheduled New Employee Orientation. An electronic list of expected participants will be provided in advance. The District will provide the Union no less than thirty (30) minutes to make a presentation at some point during each New Employee Orientation. District representatives shall not make negative or derogatory comments during the orientation pertaining to the Union and shall not be present during the Union's presentation. The Union shall have the right to distribute materials, such as Union new hire packets, at the Orientation. If the meeting is conducted virtually, the District will provide the Union with a current personal email and phone number, to reach each new hire, consistent with the New Hire Notification Section 4.3.

#### Section 4.4.

The Union reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Public School Employees of Washington State Organization.

#### Section 4.5. Bargaining Unit Information.

The name, hire date, personal telephone number, personal email address, mailing address, job title, rate of pay, hours per day, FTE and work location or duty station information of employees in the bargaining unit will be provided every one hundred and twenty (120) days for all employees in the bargaining unit. This data shall be sent to membership@pseofwa.org and to the chapter president of the Union or their designee in an editable digital file format.



#### Section 4.6.

Representatives of the Union, upon making their presence known to the District, shall have access to the District premises during business hours, provided, that no conferences or meetings between employees and Union representatives will in any way hamper or obstruct the normal flow of work.

4 5 6

7

8

1

2

3

#### Section 4.7. Bulletin Boards.

The District shall provide a bulletin board space in each school for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of pamphlets, advertising, political matters, notices of any kind, or literature on District property, other than herein provided.

111213

14

10

#### **Section 4.7.1.**

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

15 16 17

18

19

#### Section 4.8. Union Release Time.

A maximum of three (3) days of release time per year for Union business shall be granted for attendance at the PSE/SEIU 1948 Convention and/or new employee access purposes. The Union chapter shall pay for substitute time worked if a regular work schedule is missed by an employee.

202122

23

#### ARTICLE V

2425

#### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

262728

#### Section 5.1.

29 I 30 a 31 p

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

32 33

#### Section 5.2.

34 I 35 U

It is further agreed and understood that the District will consult with the Union, and meet with the Union upon its request, in the formulation of any changes being considered in existing benefits, policies, practices and procedures.

363738

#### Section 5.3.

39 40 41 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.

42 43

#### Section 5.4.

44 45 The Union will, from time to time, as appropriate, be advised of current and predicted workload information.

46 47

### Section 5.5

The Union shall be consulted prior to the external contracting of labor or services that may reasonably be, or have historically been, performed by a member or members of the bargaining unit. In the event that such work can be performed to satisfactory standards by a member or members of the bargaining unit, the Union and District shall meet and negotiate the terms of such labor, or services being provided. This Section shall not apply when and where contradicted by statute.

### ARTICLE VI

#### UNION REPRESENTATION

#### Section 6.1.

The Union will designate a Conference Committee of up to three (3) members who will meet with the Superintendent and/or his/her representative(s) on a mutually agreeable, regular basis to discuss interests related to this Collective Bargaining Agreement.

#### Section 6.2.

The Union representatives shall represent the Union and employees in meetings with officials of the District to discuss appropriate matters of mutual interest. They may receive and investigate to conclusion complaints or grievances of employees on District time and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints. They may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. This does not, however, preclude the Union's right to pursue the matter to conclusion. They may consult with the District on complaints without a grievance being made by an individual employee.

#### **Section 6.2.1.**

Union representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.

#### Section 6.2.2.

 Meetings with the District shall be, so far as possible, at times other than regular working hours. Time will also be allowed for representatives to discuss with the employees' grievances and appropriate matters directly related to work situations in their area or craft. Union representatives will guard against the use of excess time in the handling of such matters.

#### **Section 6.2.3.**

Whenever Union Representatives are mutually scheduled with the Board's or Administrator's Representatives to participate in negotiations or grievance hearings during work hours, said representative shall suffer no loss in pay. The parties agree that negotiations and grievance hearings, whenever possible, will be scheduled during non-school hours. Whenever Union Representatives meet with District Representatives for consultation at the District's request or conduct official Union business with the District, said representative shall suffer no loss of pay. In instances where Union employees attend a general Union membership or other special meeting called by the Union employees who attend such a meeting during their work shift, shall give back to the District, in the week of the meeting, work time equal to the meeting time.



### Section 7.1.

 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.

ARTICLE VII

HOURS OF WORK AND OVERTIME

### Section 7.2.

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks, or a mutually agreed upon amount of prior notice. The District may add up to one (1) hour to a position during any school year. Additions of more than one (1) hour to any position during any school year will result in the position being posted.

### Section 7.3.

Each employee shall be assigned to a definite shift with designated times of beginning and ending. The first shift is defined as any work shift beginning between 5:00 A.M. and 11:59 A.M. The second shift is defined as any work shift beginning between 12:00 Noon and 9:59 P.M. The third shift is defined as any work shift beginning between 10:00 P.M. and 4:59 A.M.

# **Section 7.3.1.**

The first shift shall consist of eight and one-half (8½) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including 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 each half shift as is practicable.

### **Section 7.3.2.**

The second and third shifts shall consist of eight (8) hours, for eight (8) hours compensation, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including 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 each half shift as is practicable.

# Section 7.4.

 In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each two (2) hours of work, provided the assigned shift is in excess of three (3) hours.

### Section 7.5.



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

#### Section 7.6.

Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation at their seniority step level and at the rate of pay of the position for which they are subbing. If asked to substitute, during their regular work shift, for a classification that is lower, the employee shall receive their normal rate of pay.

67 Section 7.7.

In the event of an unusual school closure or hybrid day due to inclement weather, plant inoperation, hazardous conditions, or the like, the District will make the same effort to notify each employee as it does to notify students. Those employees whose work or supervisor requires them to work onsite to mitigate such circumstances will be compensated at one dollar (\$1.00) per hour worked in addition to their regular rate. Such workers shall be exempt from tardiness. Employees shall receive their daily wage in the event such closure is not rescheduled as a future makeup day. If the day will be rescheduled and employees report to work, those employees shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; provided, however, no employee shall be entitled to any such compensation in the event of actual notification by the District of the closure prior to leaving home for work.

Section 7.8.

Recognizing that personnel in the transportation classification present special shift challenges, the parties agree that shifts shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Supervisor of Transportation, provided that all bus drivers shall receive pay for one-half ( $\frac{1}{2}$ ) hour per day for the purpose of bus cleanup and bus warm-up in addition to actual hours of driving time. If there are thirty (30) minutes or less between assignments, the base hourly rate shall continue uninterrupted. Drivers will receive a minimum of one (1) hour's pay for each Drivers' staff meeting. Drivers shall receive a minimum of one and one-half ( $\frac{1}{2}$ ) hours of pay for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or work day. All regular drivers shall be scheduled for not less than seventeen and a half ( $\frac{17}{2}$ ) hours during a work week, subject to proration for short weeks.

**Section 7.8.1.** 

The Head Bus Driver shall equally apportion extra trips to employees of the transportation unit. Extra trip duty time shall be compensated at the regular hourly wage rate pertaining to that driver's particular job assignment and longevity (duty time is defined as all the time the bus is the responsibility of the driver). All hours worked in the transportation classification in excess of forty (40) hours per week shall be compensated at the rate of time and a half and shall be exempt from the provisions of Section 7.9.1 through 7.9.3.

Section 7.8.2. Random Drug Testing.

Random drug testing for bus drivers will be guided by the following concepts:

- A. Employees who voluntarily come forward to inform the District of a drug and/or alcohol dependency and of their immediate intent to enter a licensed treatment program will be granted leave without pay.
- B. Employees will not be required to undergo testing on a non-workday.
- C. All costs involved in any District testing and evaluation procedures shall be borne by the District.
- D. Employees required to undergo testing will be given the opportunity by the District to review testing policies and procedures prior to the time of testing.
- E. Testing results, including the fact that an employee is tested, shall remain confidential. Any written materials or information associated with such testing shall be retained in a



secure confidential file to which only the Superintendent and/or designee shall have access.

- F. Employees shall be placed on paid leave of absence during any period they are off work due to testing or evaluation requirements or results and prior to a final determination of employment status.
- G. Discipline imposed as a result of confirmed positive testing shall be appropriate to the severity of the confirmed offense. Procedures for reinstatement to driving duties shall be applied uniformly and consistently.

#### Section 7.9. Overtime.

1

2

3

4

5

6

7

8 9

10

11

12

13

14

15

16 17

18

19

20

21 22

23

24

25

26

27 28

29

30

31

32 33

34

35

36

37

38

Overtime assignments shall be distributed in accordance with the seniority provisions as hereinafter provided. In the assignment of overtime, the District agrees to provide the employee with as much advance notice as practicable in the circumstances. Normally, employees designated to work overtime on days outside their regular workweek will be advised of the possibility no later than twenty-four (24) hours prior to the end of the last shift before the overtime commences. Overtime shall only be worked with advance approval of the immediate supervisor.

#### **Section 7.9.1.**

All hours worked in excess of a forty (40) hour week, or an eight (8) hour day, shall be compensated at the rate of one and one-half (1½) times the employee's base pay, except as provided in Sections 7.9.2 and 7.9.3.

#### **Section 7.9.2.**

All hours worked on the sixth (6<sup>th</sup>) consecutive day, after having accumulated forty (40) hours, shall be compensated at the rate of one and one-half  $(1\frac{1}{2})$  times the employee's base pay. All hours worked on the sixth (6<sup>th</sup>) consecutive day in excess of the employee's normal eight (8) hour shift shall be compensated at a rate twice the employee's base pay.

#### **Section 7.9.3.**

Employees called back to the school site on a regular workday or called on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

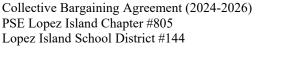
#### Section 7.9.4. Compensatory Time Off.

Employees may request compensatory time off in lieu of the overtime compensation provided above. Compensatory time, if granted, may be accrued but must be used prior to the end of the succeeding pay period in which it was earned. (e.g., if earned in May, it must be used prior to the end of June.) The District will not solicit employees to accept compensatory time in lieu of other compensation. Compensatory time is granted at the rate of one and one-half (1½) hours for each overtime hour worked.

#### Section 7.10. Start-Up Day and In-Service Day Hours.

It is mutually agreed that all bargaining unit members will participate in Start-Up Day activities, prior to the beginning of the instructional year. All employees shall work the same number of hours on Start-Up Day and on In-Service Days as their regular shift. Additional hours must be pre-approved by the assigned administrator.

> ARTICLE VIII





39 40

41

42

43 44

45 46

47

48 49

#### 1 HOLIDAYS AND VACATIONS 2 3 Section 8.1. Holidays. 4 All employees shall receive the following paid holidays that fall within their work year: 5

6

7 8

10 11

12 13 14

15

20 21 22

23 24 25

26 27 28

29 30 31

32

38 39 40

41

42

37

43 44 45

46 47

48 49

3. Presidents' Day 9. Thanksgiving Day 10. Day After Thanksgiving Day 4. Memorial Day 5. Juneteenth 11. Christmas Day

6. Independence Day

1. New Year's Day

2. Martin Luther King Jr. Day

7. Labor Day

8. Veterans' Day

12. Day Before or After Christmas Day

#### Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their average normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked either their last scheduled shift or absence, shall be eligible for pay for such unworked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

#### **Section 8.1.2. 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 8.1.3. Holidays During Vacation.

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

#### **Section 8.2. Vacations.**

All employees subject to this Agreement shall be credited with paid vacation during the school year as defined below. Less than full-time employees may be allowed to take up to five (5) days' vacation during the time school is in session. The date of the vacation shall be mutually agreed to by the supervisor and the employee in advance. Such request will be granted unless it will cause a major disruption to the normal activities of the District. Such judgment of the school administration shall not be unreasonably exercised. All requests for vacation should typically be made to the immediate supervisor at least one (1) month and no less than ten (10) workdays in advance.

If an employee believes his/her vacation request has been unreasonably denied, he/she may appeal the denial by filing a grievance to that effect at Step Three. Any such grievance will be responded to at Step Three within ten (10) days of its being filed.

#### **Section 8.2.1.1.**

All employees with less than five (5) years' service shall earn up to ten (10) workdays of vacation which shall be credited in proportion to the extent to which the work year has been completed.

#### **Section 8.2.1.2.**



Collective Bargaining Agreement (2024-2026) PSE Lopez Island Chapter #805 Lopez Island School District #144

All employees with more than five (5) but less than ten (10) years' service shall earn up to fifteen (15) workdays of vacation, which shall be credited in proportion to the extent to which the work year has been completed.

#### **Section 8.2.1.3.**

All employees with more than ten (10) years' service shall earn up to twenty (20) workdays of vacation which shall be credited in proportion to the extent to which the work year has been completed.

#### **Section 8.2.1.4.**

Employees hired subsequent to the commencement of the school year shall receive proportional credit for the school year completed.

# Section 8.2.2.

Time on layoff and time on authorized leave of absence will be counted as continuous service for the purpose of retaining eligibility dates.

#### Section 8.2.3.

Except as provided in the following section, any vacation credit currently due but unused by the new accrual date each year may be carried over to a maximum of thirty (30) total days. In cases where district needs make it impossible to utilize accrued vacation leave, employees so affected shall receive compensation for any accrued days beyond the thirty (30) day maximum.

### **Section 8.2.4.**

Section 9.1. Sick Leave.

Employees who work less than twelve (12) months per year shall receive payment for unused accrued vacation with their July paycheck. Any employee who is discharged or who terminates employment shall receive payment for unused accrued vacation credit with their final check.

#### ARTICLE IX

#### **LEAVES**

Each employee shall receive twelve (12) days of sick leave annually. New employees hired during the year shall receive prorated sick leave benefits. Sick leave shall be vested when earned and may be accumulated up to the legal maximum. The District shall project the number of annual days of sick leave at the beginning of the school year according to the estimated calendar months the employee is to work during that year. The employee shall be entitled to the projected number of days of sick leave at the beginning of the school year. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

For absences exceeding three (3) days, the District may require verification that an employee's use of paid sick leave is for an authorized purpose. If the District requires verification, verification must be provided to the District within a reasonable time period during or after the leave. The District's requirements for

verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

An employee returning from any illness or injury whether or not compensated leave benefits have been paid may be required to submit a physician's affidavit to establish medical fitness and or restrictions for the duties of the position before returning to work. The District may, in the event of a pattern of regular or excessive absences, require a physician's affidavit of disability causing the absence.

#### Section 9.1.1. Sick Leave – Authorized Uses.

Employees shall be authorized to use sick leave for the following:

- A. an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employees' need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- B. an absence arising from an emergency, see Section 9.3 Emergency Leave
- C. to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and when the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- D. and for absences that qualify for leave under the Domestic Violence Leave Act

# <u>Section 9.1.2. Transfer of Sick Leave from Prior Washington State Public School Employment.</u>

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

#### Section 9.1.3. Leave Sharing.

 An employee may donate annual leave and/or sick leave to another employee in accordance with the requirements of State law.

# Section 9.1.4. Sick Leave Buy Back Program.

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

# Section 9.1.5. Sick Leave Cashout Upon Retirement or Death.

 At the time of separation from school district employment due to retirement or death, an eligible employee or employee's estate shall receive at a rate equal to one (1) day's current monetary compensation for each four (4) full days accrual leave for illness or injury.

#### **Section 9.1.6. Industrial Insurance.**

In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

#### Section 9.2. Family Leave.

The District shall implement a Family Leave program consistent with the law and Lopez Island School District Board Policy.

Employees are eligible to apply for Paid Family and Medical Leave (PFML) benefits as allowed by law.

A. The District shall annually notify employees about the benefits available under PFML. B. The Employment Security Department shall provide the following:

Claims processing

PFML payments

o Employee eligibility and benefit determination

amount of leave available.

C. Employees will be required to contact the Employment Security Department to determine the

D. The District and employees shall pay respective premium costs as per State law.

### Section 9.3. Bereavement Leave.

Each employee shall be entitled to a maximum of five (5) days leave, per occurrence, for absence caused by death or imminent death of an employee's child, spouse, domestic partner, parent, stepparent, grandparent, grandchild, sibling, parent-in-law or a person living in the household as a family member. One (1) day per year shall be granted for the death of a close friend. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative. Employees shall, upon request, be granted sick leave for the serious illness of a member of the family as described herein.

### Section 9.4. Emergency Leave.

Each employee shall be entitled to four (4) days emergency leave paid per year. Emergency leave shall be deducted from sick leave specified in Section 9.1.1 herein. Emergency leave is provided to cover required absences from work to deal with situations which are suddenly precipitated and for which preplanning cannot relieve the necessity of the absence. Such situations must be of major importance.

#### Section 9.5. Personal Leave.

An employee shall be granted up to two (2) days of personal leave per year. Each full-time/260-day employee shall be eligible for an additional day of personal leave for a total of three (3). Such leave is noncumulative and when used shall not be deducted from sick leave. The purpose of the foregoing is to make it possible for employees to be absent for the stated purpose and not as an extension of a holiday or vacation.

# Section 9.6. Childcare Leave.

 An employee wishing to take extended leave to care for his or her newborn or adopted child may request a leave of absence for a period not to exceed one (1) year. Employees granted childcare leave may be allowed compensation for childcare leave in accordance with Section 9.1.1. concurrent with any federal or state offered programs. See Section 9.8.1. for return-to-work provisions.

#### Section 9.7. Judicial Leave.



In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; provided, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee, or their dependent, is a party in a court action, such employee may request a leave of absence for all court dates associated with the case. The District shall not terminate, discipline, or permanently replace employees for utilizing leave under this Section.

#### Section 9.8. Leave of Absence.

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent, and upon approval of the Board of Directors, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

#### **Section 9.8.1.**

The returning employee will not necessarily be assigned to the identical position occupied before the leave of absence. However, if the position duties and total hours of employment remain unchanged, the employee will be returned to the identical position. In the event the previously held position is eliminated or the total hours of employment is modified, the employee shall be reinstated to a position equivalent in duties and total hours of employment to that held at the time the request for a leave of absence was approved, consistent with seniority herein. Employees returning from Childcare leave (Section 9.6 herein) shall be afforded the privileges addressed herein. Employees on a leave of absence shall notify the District of their intent to return/not return no later than sixty (60) calendar days prior to the approved date of return.

#### Section 9.8.2. Accrual on Leave

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

#### Section 9.8.3. Leave Replacement

Employees hired to fill positions of employees on leave of absence will be hired for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the District to inform replacement employees of these provisions.

#### ARTICLE X

#### PROBATION, SENIORITY AND LAYOFF PROCEDURES

#### Section 10.1.

Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following the hire date. During this probationary period the District may discharge such an employee at its

discretion.

#### Section 10.2.

Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

3

1

2

5

6

# Section 10.3.

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.

7 8 9

10

11

12

#### Section 10.4.

The seniority of a substitute who meets the criteria in Section 1.4.3 shall be established when the substitute fulfills the criteria. These substitutes shall accrue seniority on the basis of one (1) day of seniority for each day of work commencing on the referred thirty-first (31st) day. The seniority of such a substitute shall be expressed as the number of days worked.

13 14 15

#### Section 10.5.

The District, with employee assistance, will publish a seniority list (to include substitutes) each year.

16 17 18

19

20

21

22

23

#### Section 10.6.

In the event more than one (1) employee in the general job classifications, set forth in Article I, Section 1.4, is awarded the same seniority date, the question of seniority among those employees will first be resolved by a review of experience of the employees as a substitute. The employee with the greatest experience shall be considered the most senior for the purposes of establishing seniority. If the employees have no previous experience with the District, seniority shall be determined within ten (10) days of hire by a coin toss.

242526

27

#### Section 10.7.

Seniority rights shall be effective within the general job classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

28 29 30

#### Section 10.8.

- The seniority rights of an employee shall be lost for the following reasons:
- 32 A. Resignation;
  - B. Discharge for justifiable cause;
    - C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

3637

38

39

40

33

34

# Section 10.9.

Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification. Except, in the instance of layoff; whereby the employee shall retain seniority for three (3) years.

41 42 43

44

45

46

#### **Section 10.10.**

- Seniority rights shall not be lost for the following reasons, without limitation:
- A. Time lost by reason of industrial accident, industrial illness or judicial leave;
- B. Time on LOA granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves; or time spent in layoff status as hereinafter provided.

48 49

#### **Section 10.11.**



The employee with the earliest hire date shall have preferential rights regarding shift selection, vacation periods, special services (including overtime), promotions, assignment to new or open jobs or positions, reduction in hours, and layoffs when ability and performance are substantially equal with junior employees or outside applicants. The District will emphasize internal promotion and transfer opportunities and will, as a general rule, promote and transfer employees from within the District. If the District determines that seniority rights should not govern because a junior employee or outside applicant 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 organization's president its reasons why the senior employee or employees have been bypassed. 

#### Section 10.12. Layoffs.

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

- A. The District shall determine the reductions necessary in any and all job classifications.
- B. Employees will be given fourteen (14) calendar days' notice prior to layoff.
- C. The District shall determine the level of reduction in the job classifications and reduce based upon seniority to reach that level.
- D. An employee whose position is being eliminated may bump a less senior employee in an equivalent position within their classification as listed in Schedule A. Within five (5) workdays following notification of reduction, said employee must submit a written request via email to the superintendent to bump.

#### **Section 10.13.**

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling an opening in the classification held immediately prior to layoff based on seniority as provided in Section 10.8. Names shall remain on the reemployment list for two (2) years.

#### **Section 10.14.**

An employee shall forfeit rights to reemployment as provided in Section 10.10 if the employee does not comply with the requirements of Section 10.13, or if the employee does not respond to the offer of reemployment within fourteen (14) calendar days.

#### **Section 10.15.**

An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided that such employee is offered a position substantially equal to that held prior to layoff.

#### **Section 10.16.**

Employees on layoff status shall file their addresses in writing with the personnel office of the District and shall thereafter promptly advise the District in writing of any change of address.

#### **Section 10.17.**

The District shall publicize within the bargaining unit for five (5) working days the availability of new and open positions as soon as possible after the District is apprised of the opening. A copy of each job posting shall be forwarded to the chapter president of the Union and shall be posted at each building/worksite. During the five (5) day period of the posting, the position will be available to in-house applicants only. If no qualified in-house applicants are found after the five days of the posting, the position will then be opened to the general public. Each posting shall be dated and include reference to the fact the position is covered under the terms and conditions of this collective bargaining agreement.



#### Section 10.17.1.

Increases or decreases of two (2) hours or more to a job assignment during any school year shall be considered a new position and shall be posted in accordance with the terms of this Agreement.

# **Section 10.17.2.**

Assignment of extra custodial work shall be done based first upon seniority within each building. If no one within the building wishes to bid on the extra custodial work, the work will be offered to other District custodians on a seniority basis.

#### **Section 10.18.**

Regular employees interested in substitute assignments must sign up at the beginning of the school year for the classifications in which they feel qualified to substitute. The District agrees that if a substitute is needed, regular employees shall be first called as long as the substitute assignment does not conflict with the regular employee's normal daily work shift and the employee is qualified for the assignment. If an employee is qualified to sub for a certificated position, the district has the option to place that person in the open position.

#### ARTICLE XI

#### DISCIPLINE AND DISCHARGE OF EMPLOYEES

#### Section 11.1.

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 as outlined in Section 11.1.1 and in a manner which will not embarrass the employee before other employees or the public. The provisions of this Section shall not be construed to prevent publication of the official School Board actions.

#### Section 11.1.1. Progressive Discipline.

The District shall issue a letter of direction, which is not disciplinary, to clarify expectations prior to moving to progressive discipline. Progressive discipline may include, but is not limited to:

- A. Verbal warning (with written documentation).
- B. Written reprimand.
- C. Suspension without pay or a second written reprimand.
- D. Termination.

Discipline shall be appropriate to the conduct for which it is imposed, and steps of discipline may be skipped when the supervisor determines that a lesser form of discipline would not be an appropriate response or sufficient to correct the behavior. Any disciplinary action by the District shall be fair and reasonable.

Employees shall be provided with a copy of all material placed in their personnel file within five (5) workdays of its insertion and shall have the right to request removal of any disciplinary documentation after a period of two (2) years provided that the incident referred to has not occurred again within the two (2) year period. An employee may attach comments to any material that is part of the personnel file.

#### Section 11.2. Notification to Non-Annual Employees.

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

#### **Section 11.2.1.**

Should the District decide to discharge or lay off any less than twelve (12) month employee, the employee shall be notified in writing prior to the expiration of the school year.

#### **Section 11.2.2**

Nothing contained in this Section shall in any regard limit the operation of other Sections of this Article.

#### Section 11.3.

Except in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks' notice of intention to discharge or layoff.

#### ARTICLE XII

#### INSURANCE AND RETIREMENT

#### Section 12.1.

The District shall provide basic and optional health benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. This information is subject to change by the state and this Section will be construed consistently with SEBB rules, guidance and State laws. Any disputes on SEBB eligibility shall be addressed through the procedures set by the SEBB appeals board not through the grievance procedures of this Agreement. Enrollment for SEBB benefits will be processed through the HCA's SEBB My Account online portal.

#### **Section 12.1.1.**

The District will pay the full portion of the District contribution required by the Health Care Authority (HCA) as agreed upon in the statewide CBA for those employees who meet the eligibility requirements. Employee premiums for all eligible mandatory and optional benefits offered by SEBB will be deducted through payroll and will be paid to the HCA by the District.

#### **Section 12.1.2.**

If the Washington State Legislature or Health Care Authority changes the SEBB provisions to allow for changes in District contributions toward elective benefits or changes in medical coverage either party can reopen Article XII for negotiation over the changes to the extent allowed by law. This Section will be construed consistently with State laws and SEBB guidelines.

#### Section 12.2.

The District agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

#### **Section 12.2.1.**

The District agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred thirty (630) hours or more per school year.



Section 12.3.

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

#### Section 12.4.

All employees subject to this Agreement shall be entitled to participate in a tax shelter annuity plan mutually agreeable to the District and the Union. On receipt of a written authorization by an employee, the District shall make the requisite withholding adjustments and deductions from the employee's salary.

#### ARTICLE XIII

#### JOB RELATED EDUCATION AND TRAINING

### Section 13.1. Scholarship Fund.

The District will establish a training fund in the amount of four thousand dollars (\$4,000) per year for the purpose of funding training programs that are designed to improve the job skills and safety of classified employees. Annual training funds not expended at the end of the fiscal year will be carried over to the next school year, and the carryover shall not exceed five thousand dollars (\$5,000). The Union membership shall recommend allocation of training funds. The purpose of the contract negotiated training fund is to provide Classified Employees with a discretionary pool of funds so that an employee may initiate a request to participate in a workshop that they think is job related and will help them be more effective in their work. Employees may make application to the District for attendance at such training opportunities to improve job skill levels.

Attendance at such a workshop must have Administration approval. If the workshop does not have defined credit hours, credit hours must be pre-approved by the Administration. If attendance is voluntary, the employee may utilize this fund for the payment of tuition, travel expense, materials, meals and other expenses required by such attendance. Workshops that the District requires an employee to attend will be paid for separately by the District.

If the District requires attendance of the employee, regular salary rates will be paid for attendance. This will include on-line training. In no event will overtime be paid. Any workshop or training occurring outside of Washington State must be pre-approved by the Superintendent.

#### Section 13.2.

Such funds may be utilized for the following purposes:

#### **Section 13.2.1.**

 Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

#### **Section 13.2.2.**

 Purchase of recognized vocational courses from local, state, or national educational institutes which would improve the potential of employees subject to this Agreement.



#### Section 13.3.

1

2

3

4

5

6 7

8

9

10

11

12 13

14

15

16 17

18

19

20

21 22

23

24

25

26

27

28

29

30

31 32

33

34

35

36

37

38

43 44

45 46

47

48

49

The District shall provide bus driver qualification training to District employees requesting qualifications leading to a Washington State bus drivers certificate/license. In the event an employee does not complete all aspects of the requested training, the employee shall reimburse the District for all costs incurred. The District will attempt to maintain a minimum of two (2) such qualified employees for contingency substitute bus driver assignments.

#### Section 13.4. Paraeducator Training.

Each Paraeducator shall receive six (6) hours of paid in-service training, annually, for the purpose of collaboration with specific staff members to meet the needs of students. Such training shall be held annually. The actual number of hours of training will be determined by the assigned teacher or District directed staff development.

#### Section 13.4.1. Employment Requirements.

All Paraeducators must meet the minimum employment requirements for paraeducators in addition to any District employment required qualifications.

#### Section 13.4.2. Certification.

To meet Fundamental Course of Studies requirements, each employee shall complete the training for the State designated FCS required content areas, First Aid/CPR Training, HIV Bloodborne Pathogen Training and Lifting Training.

#### Section 13.5. Equity, Diversity, and Inclusion.

Designated employees of Lopez PSE will attend workshops intended to increase skill and awareness on hidden bias, cultural competency, and leadership skills. The District shall, in addition to required workshops, approve a minimum of one (1) Diversity, Equity, and Inclusion (DEI) workshop per year for up to three (3) designated Union employees. Each designated employee may work with the District to find a DEI workshop to attend. In the interest of accessibility, the District will endeavor to facilitate workshops being provided on Lopez Island. The Union Representatives will be an integral part in promoting a workplace where each employee is a part of a just work environment where the value of diversity and inclusion is understood and advanced, to include the impact of biases in the workplace.

Union representatives will be part of any District committee formed to review policies and procedures that pertain to discrimination, harassment, equity, and inclusion, and to provide input on these policies and procedures prior to final approval. Aside from any committee established for the purpose described above, PSE representatives will have an opportunity to make recommendations for District workshops related but not limited to, diversity, equity, and inclusion (for DEI implications). The required approved workshops will be on paid time as referenced in Section 13.1. The training fund referenced in Article XIII Section 13.1 may be used to provide compensation, in consultation with the Union.

#### ARTICLE X IV

#### **EMPLOYEE SAFETY**

#### Section 14.1. 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 by the school nurse. No specific vaccine Collective Bargaining Agreement (2024-2026) September 1, 2024

shall be required as a condition of employment unless ordered by the Washington State Department of Health or required by lawful authority. Employees without required vaccinations may only be excluded from the work site if so ordered by the Washington State Department of Health or the San Juan County Department of Health.

If an employee submits documentation authorizing a medical exemption from a required immunization, they shall be provided the opportunity to work off-site when possible. If not possible, the district and union will meet to discuss alternative work arrangements. If the employee chooses not to work, they shall be entitled to utilize any paid or unpaid leave options available.

#### Section 14.2. Workplace Safety.

Health and Safety protocols will be clearly communicated and provided in writing to all employees at each site. Per WAC 296-800-130 the District shall have a Safety Committee with representation from Lopez PSE. Meetings will be conducted at a time and place determined by the committee. Employee Representatives on the Committee will be compensated for all meetings.

#### ARTICLE XV

#### UNION MEMBERSHIP AND CHECKOFF

#### Section 15.1. Membership.

The District and PSE/SEIU1948 understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of union membership and respect all employees' decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU1948 upon employment with the District.

#### **Section 15.2. Membership Rescission.**

Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to PSE/SEIU1948, following the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, PSE/SEIU1948 shall inform the District of the employee's non-member status consistent with the notification section 14.3.

#### Section 15.3. Dues and Checkoff.

PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU1948, and shall provide updates, additions, and/ or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU1948 will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the wave files associated with the voice authorization. PSE/SEIU1948 will be the custodian of the records related to voice/E-signature authorizations. The Union agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records. The District shall deduct union dues from the pay of any employee who authorizes such deductions



pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of Public-School Employees of Washington on a monthly basis.

# **Section 15.4. COPE – Committee on Political Action.**

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

#### Section 15.5. Indemnify and Hold Harmless.

The Union agrees to defend and hold the District harmless against any legal action brought against the District in reference to valid membership.

#### ARTICLE XVI

#### **GRIEVANCE PROCEDURE**

#### Section 16.1.

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.

Time limits shall be calculated commencing on the day after the event or occurrence triggering the running time limit. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure of the grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

#### Section 16.2. Grievance Steps.

#### **Section 16.2.1.**

 Employees shall first discuss the grievance with their immediate supervisor, unless the employee is fearful of doing so, in which case they may first discuss the grievance with human resources. If employees wish, they may be accompanied by a Union representative at such discussion. All grievances not brought to the immediate supervisor in accordance with the preceding sentence within thirty (30) workdays of the occurrence of the grievance shall be invalid and subject to no further processing.

# **Section 16.2.2.**

If the grievance is not resolved to the employee's satisfaction in accordance with the preceding subsection, the employee shall reduce to writing, within ten (10) workdays after the discussion, a statement of the grievance containing the following:

A. The facts on which the grievance is based;

B. A reference to the provisions in this Agreement which have been allegedly violated; and

C. The remedy sought.

3 4 5

6 7 8

12 13 14

15

16

10

11

22 23 24

25

26

21

32 33 34

35

36

31

37 38 39

40

41 42 43

48

49

44 45

Section 17.1. When any employee leaves a school district within the State and commences employment with this 46 47

Collective Bargaining Agreement (2024-2026) PSE Lopez Island Chapter #805 Lopez Island School District #144

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

#### **Section 16.2.3.**

If no settlement has been reached within the five (5) days referred to in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Superintendent or the Superintendent's designee. After such submission, the parties will have ten (10) workdays from submission of the written statement of grievance to resolve it by indicating on the statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance shall sign it.

#### **Section 16.2.4.**

If no settlement has been reached in the preceding subsection, and the Union believes the grievance to be valid, a written statement of grievance shall be submitted within fifteen (15) workdays to the District Board of Directors. After such submission, the parties will have thirty (30) workdays to resolve the grievance. The Union reserves the right to appear before the Board of Directors to explain the grievance. At any appearance before the Board of Directors, the employee may be accompanied by a Union representative or designee. A written statement indicating the disposition of the grievance shall be furnished the aggrieved.

#### **Section 16.2.5.**

If no settlement has been reached within the thirty (30) days referred to in the preceding subsection, and the Union believes the grievance to be valid, the employee may demand arbitration of the grievance. Any dispute, claim, or grievance arising out of or relating to the interpretation, or the application of this Agreement shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. Costs of such arbitration, excluding attorney's fees, shall be shared equally by the Union and the District.

# Section 16.3. The grievance or arbitration discussions shall take place whenever possible on other than school time. The District shall not discriminate against any individual employee or the Union for taking action under this

Article.

#### ARTICLE XVII

#### TRANSFER OF PREVIOUS EXPERIENCE

District, the employee shall retain the same leave benefits and other benefits that the employee had in the previous position, to the extent such leave benefits and other benefits would otherwise be available to such employee had the employee been employed by this District throughout the employee's tenure. September 1, 2024

Longevity is an "other benefit" that shall be fully transferred. Seniority shall not be transferred in any manner.

#### **Section 17.1.1.**

If the District has a different system for computing leave benefits and other benefits, then the employee shall be granted the same leave benefits and other benefits as an employee in this District who has similar occupational status and total years of service.

#### ARTICLE XVIII

# SALARIES AND EMPLOYEE COMPENSATION

### Section 18.1.

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours worked, and rates paid with each paycheck. The parties agree to develop a pay summary which will be used when there is a change to the employee's hours, wages, or salary.

#### Section 18.2.

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

# **Section 18.2.1.**

Should the Legislature, during the life of this Agreement, authorize and fund a salary, insurance or increment increase, the District will pass through the additional funds to classified BEA employees and apply the same adjustment to categorical employees. Salary increase funds, if any, will be applied on an equal cents per hour basis to all steps on Schedule A.

#### **Section 18.2.2.**

 Incremental steps, 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 ( $\frac{1}{2}$ ) of the previous employment year.

#### Section 18.2.3. Wage Increase.

School Year 2024 – 2025: Percentage increase of three percent (3%) School Year 2025 – 2026: Implicit Price Deflator (I.P.D.)

#### Section 18.3.

For purposes of calculating daily hours, time worked shall be rounded to the nearest one-quarter (1/4) hour.

#### Section 18.4.

Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the established IRS rate per mile. All other expenses shall be reimbursed consistent with Board Policy.

#### **Section 18.5.**

Employees required to remain overnight on District business shall be reimbursed for room and board expenses consistent with Board Policy. All other travel expenses shall also be reimbursed consistent with Board Policy.

#### **Section 18.6.**

Employees shall receive annual compensation in twelve (12) monthly payments. Additional hours worked over the "budgeted" hours shall be added onto each month's base pay.

#### Section 18.7.

Employees attending District required staff meetings shall be compensated at the regular hourly rate. Employees shall receive payment for required meetings based upon actual time of attendance, but for not less than one (1) hour.

#### Section 18.8.

All employees shall receive a one-time lump sum payment at the end of the applicable years of service with the District as listed in the chart below.

Years of Service	Longevity Rate
Ten (10)	\$500
Fifteen (15)	\$1,000
Twenty (20)	\$1,500
Twenty-Five (25)	\$1,750
Thirty (30)	\$2,000

#### Section 18.9. Professional Development Recognition.

Employees shall receive an additional \$0.40 per hour for every twenty (20) hours of professional development. Twenty (20) hours of professional development shall be considered one Professional Development credit. Employees may earn up to four (4) Professional Development credits. Professional Development credits shall be cumulative year over year reflective of the maximum listed above. Employees shall submit documentation of the approved course to Human Resources within the first two (2) weeks of the start of the school year to be considered for professional development credits.

#### Section 18.10. Employee Access to School Lunch.

Employees whose regular work schedule permits an unpaid rest period shall be entitled to receive one (1) free school lunch per day.

#### ARTICLE XIX

#### TERM AND SEPARABILITY OF PROVISIONS

#### Section 19.1.

The term of this Agreement shall be September 1, 2024 to August 31, 2026.

#### Section 19.2.

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following Section.

Collective Bargaining Agreement (2024-2026) PSE Lopez Island Chapter #805 Lopez Island School District #144



#### Section 19.3.

3 4

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 as necessary 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.

6

8

5

#### Section 19.4.

9 10

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

11 12

#### Section 19.5.

13

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

14 15 16

#### Section 19.6.

17 18 In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 19.3.

19 20

21

22 23

#### **SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948

LOPEZ ISLAND CHAPTER #805

LOPEZ ISLAND SCHOOL DISTRICT #144

Deirdre Steinbrueck, Chapter President

Brady Smith, Superintendent

DATE: august 23, 2024

DATE:



# **PSE SCHEDULE A**

Lopez Island School District September 1, 2024-August 31, 2025

Job Classifications	1	2	3	4	5	6	7	8	9	10	11	12
Program Asst/Paraeducator	\$21.75	\$22.08	\$22.42	\$22.75	\$23.04	\$23.33	\$23.62	\$23.92	\$24.14	\$24.39	\$24.64	\$24.88
Paraeducator Special Needs	\$25.81	\$26.20	\$26.59	\$26.99	\$27.33	\$27.68	\$28.03	\$28.37	\$28.65	\$28.94	\$29.22	\$29.53
Behavior Intervention Specialist	\$23.92	\$24.28	\$24.64	\$25.01	\$25.32	\$25.65	\$25.96	\$26.29	\$26.54	\$26.81	\$27.08	\$27.35
Program Coordinator	\$21.65	\$21.97	\$22.30	\$22.64	\$22.92	\$23.22	\$23.50	\$23.79	\$24.03	\$24.28	\$24.51	\$24.75
Office Coordinator	\$25.10	\$25.48	\$25.86	\$26.25	\$26.57	\$26.91	\$27.25	\$27.59	\$27.86	\$28.14	\$28.43	\$28.72
Food Service Manager	\$26.44	\$26.83	\$27.24	\$27.66	\$28.00	\$28.35	\$28.71	\$29.06	\$29.34	\$29.63	\$29.94	\$30.23
Cook	\$21.76	\$22.08	\$22.42	\$22.75	\$23.04	\$23.33	\$23.62	\$23.92	\$24.14	\$24.39	\$24.64	\$24.88
Head Bus Driver	\$26.12	\$26.50	\$26.90	\$27.32	\$27.66	\$28.01	\$28.36	\$28.71	\$28.99	\$29.27	\$29.58	\$29.87
Bus Driver	\$25.13	\$25.50	\$25.88	\$26.28	\$26.62	\$26.93	\$27.27	\$27.61	\$27.89	\$28.18	\$28.46	\$28.74
Head Custodian	\$23.62	\$23.97	\$24.34	\$24.70	\$25.00	\$25.32	\$25.63	\$25.96	\$26.21	\$26.47	\$26.74	\$27.01
Custodian	\$22.42	\$22.74	\$23.09	\$23.43	\$23.73	\$24.03	\$24.32	\$24.63	\$24.88	\$25.13	\$25.37	\$25.63
Head Maintenance/Grounds	\$28.45	\$28.87	\$29.30	\$29.75	\$30.12	\$30.49	\$30.88	\$31.26	\$31.57	\$31.88	\$32.21	\$32.53
Maintenance/Ground	\$25.08	\$25.45	\$25.84	\$26.22	\$26.55	\$26.89	\$27.22	\$27.57	\$27.84	\$28.12	\$28.40	\$28.68
Media Asst/Library Specialist	\$25.10	\$25.48	\$25.86	\$26.25	\$26.57	\$26.91	\$27.25	\$27.59	\$27.86	\$28.14	\$28.43	\$28.72
Technology Support	\$27.76	\$28.17	\$28.58	\$29.02	\$29.39	\$29.76	\$30.12	\$30.50	\$30.81	\$31.11	\$31.43	\$31.74
Health Room Asst.	\$23.92	\$24.28	\$24.64	\$25.01	\$25.32	\$25.65	\$25.96	\$26.29	\$26.54	\$26.81	\$27.08	\$27.35
Nurse	\$39.80	\$40.40	\$41.00	\$41.61	\$42.14	\$42.66	\$43.20	\$43.73	\$44.17	\$44.62	\$45.06	\$45.52

per agreement, increase is 3.0%

UPDATED: 9/6/2024

District Assigned Safe Schools and start-up day inservice training are job requirements, and as such do not count as credit towards the clock hour/inservice credit.

<sup>\*</sup>Classes to meet clock hour/inservice requirement must be preapproved. Employees are required to complete the Classified Salary Credit application and receive preapproval of classes to receive clock hour/inservice credit.

# LOPEZ ISLAND SCHOOL DISTRICT #144 86 School Road Lopez Island, WA 98261

#### **BUS DRIVER EVALUATION FORM**

NAME:		DATE:		EVALUATION	
POSITION:		SCHOOL			
EVALUATION PHASE:	1. [ ] New	2. [ ] Annual	3. [ ] Other		
Meets Expectations: Performance or achievement m Needs Improvement: Performance or achievement m Unsatisfactory: Performance or achievement do and/or expectations of job	nust increase to me eficiencies seriousl	et District standards y interfere with abil	and/or expectation	ns of job performance	
JOB KNOWLEDGE/SKILLS	Exceeds Expectations	Meets Expectations	*Needs Improvement	*Unsatisfactory	N/A
Performs pre-trip inspection of bus to				,	,
ensure it is in safe operating condition.					
Properly services the bus upon completion					
of a run.					
Assists physically handicapped/injured					
children on and off the bus.					
Completes all operational records and					
reports accurately, and on time.					
Maintains established schedule for the					
route(s) consistent with safe driving					
practices and passenger safety.					
SAFETY					
Complies with state and local laws and					
district regulations.					
Maintains appropriate order and discipline					
on the bus.					
Makes referrals to appropriate school					
official regarding misconduct.					
Promptly reports mechanical concerns to					
mechanics or supervisor.					
CARE OF VEHICLES					
Keeps assigned bus interior clean daily.					
Cleans bus exterior as required					
WORK HABITS AND ATTITUDES					
Utilizes good judgment at all times when					
driving the bus.					
Adjusts easily to new assignments or					
changing working/driving conditions.					
Ability to understand and positively					
respond to verbal/written information or					
direction.					
Is courteous to others at all times					
Is resourceful and shows initiative in					
performing work.					
Checks mailbox, bulletin board and door					
chicans mandan, sanctin board and door		I	1	1	ı

for messages daily.

# LOPEZ ISLAND SCHOOL DISTRICT #144 86 School Road Lopez Island, WA 98261

#### **BUS DRIVER EVALUATION FORM**

JOB KNOWLEDGE/SKILLS	Exceeds Expectations	Meets Expectations	*Needs Improvement	*Unsatisfactory	N/A
DEPENDABILITY	Expectations	Lxpectations	Improvement	Onsatisfactory	N/A
Is dependable in reporting to work on					
time.					
Self-motivated to achieve job					
expectations.					
HUMAN RELATIONS					
Cooperative, considerate, tactful, and					
ensitive in managing students.					
Cooperates with and makes a good					
mpression on the public.					
Cooperates and gets along well with					
eachers and principals.					
Cooperates and gets along well with					
supervisors and administrators.					
Oresses appropriately and maintains a					
well-groomed appearance.					
PHYSICAL HEALTH/FITNESS					
Exhibits physical health and energy to					
neet job requirements					
	0-2 Days	3-8 Days	9-14 Days	15 Days	
ATTENDANCE (Days Absent)					
ff marked, a comment is required in Evalu thall cause an overall unsatisfactory evalu EVALUATOR'S SUMMARY STATEMENT - (I	ation, although o	an unsatisfactor	y evaluation mo	y result from def	iciencies in
I recommend this employee continue in his I find this employee's overall performance	•			[]No []With	Reservations
	. [ ] Satisfactor	y [ ] Olisatisia	астогу		
EMPLOYEE COMMENTS (Optional):					
I have read and had an opportunity to disc below does not indicate agreement with th					my signature
Employee's Signature:			Date:		
Reviewed By:			Date:		
:: Employee (Original) Evaluator (1st copy) Personnel File (2nd copy)					

Year:		Lopez Island School District # Classified Staff Evaluation Fo				
Name of Employee:		Assignment:	School/Department:			
<b>Directions:</b> Check one (1	) rating per performance indicate	or.				
Performance Indicator	Unsatisfactory	Needs Improvement	Satisfactory	Exemplary		
Dependability  Unsatisfactory  Needs Improvement Satisfactory Exemplary	<ul> <li>District policies and regulations are ignored or not followed</li> <li>Confidential information may be shared inappropriately</li> <li>May act or respond inappropriately when under stress</li> </ul>	<ul> <li>May be unaware of district policies and regulations</li> <li>Deals ethically with confidential information</li> <li>May act or respond inappropriately when under stress</li> </ul>	<ul> <li>Adheres to district policies and regulations</li> <li>Deals ethically with confidential information</li> <li>Shows loyalty to position and district</li> <li>Exhibits ability to act appropriately under stress</li> </ul>	<ul> <li>Adheres to district policies and regulations</li> <li>Deals ethically with confidential information</li> <li>Loyalty to position and district exceed expectations</li> <li>Demonstrates superior judgment and leadership under stressful situations</li> </ul>		
Human Relations  Unsatisfactory Needs Improvement Satisfactory Exemplary	<ul> <li>Miscommunication and/or lack of communication with others happens regularly</li> <li>Has difficulty working with others</li> </ul>	<ul> <li>Communication attempts with co-workers, supervisors, students and/or the public are sometimes unclear, ineffective, or insufficient</li> <li>Works cooperatively and/or collaboratively with some co-workers and students</li> </ul>	<ul> <li>Demonstrates ability and willingness to communicate effectively with co-workers, supervisors, students and the public</li> <li>Demonstrates willingness and ability to work with others</li> </ul>	<ul> <li>Initiates effective communication with coworkers, supervisors, students and/or the public</li> <li>Demonstrates superior ability to work collaboratively and cooperatively with others</li> </ul>		
Job Skills  Unsatisfactory  Needs Improvement Satisfactory Exemplary	<ul> <li>Requires additional technical/professional skill to fulfill position requirements</li> <li>Responsibilities of job description are not routinely met</li> </ul>	<ul> <li>Requires additional technical/professional skill to fulfill position requirements</li> <li>Performance responsibilities of position may not be met</li> </ul>	<ul> <li>Demonstrates adequacy of technical/professional skills needed for position</li> <li>Meets performance responsibilities of job description</li> </ul>	<ul> <li>Demonstrates superior technical/professional skills needed for position</li> <li>Exceeds performance responsibilities of job description</li> </ul>		

<b>Performance Indicator</b>	Unsatisfactory	Needs Improvement	Satisfactory	Exemplary
Productivity  Unsatisfactory  Needs Improvement Satisfactory Exemplary	<ul> <li>Work quality lacks accuracy, thoroughness and/or professionalism</li> <li>Work production does not meet reasonable job objectives</li> <li>Often requires reminders about work deadlines and/or the efficient use of time</li> </ul>	<ul> <li>Most work is performed thoroughly and professionally</li> <li>Work production does not meet reasonable job objectives</li> <li>Occasionally requires reminders about work deadlines and/or the efficient use of time</li> </ul>	<ul> <li>Performs work         thoroughly, accurately,         professionally</li> <li>Produces satisfactory         amount of work to meet         reasonable job objectives</li> <li>Uses time efficiently and         completes work on time</li> </ul>	<ul> <li>Performs work         thoroughly, accurately,         professionally with         minimal supervision</li> <li>Work production         routinely exceeds         expectations for the job         objectives</li> <li>Consistently uses time         efficiently and assigned         tasks are routinely         completed ahead of         deadlines</li> </ul>
Growth/Development  Unsatisfactory  Needs Improvement Satisfactory Exemplary	<ul> <li>Lacks flexibility when given new assignments, methods, or ideas to implement</li> <li>May be unaware of own strengths and/or weaknesses</li> <li>Unwilling/unable to make changes to correct any weakness</li> </ul>	<ul> <li>New assignments, methods and ideas are accepted with difficulty</li> <li>Demonstrates awareness of own strengths and weaknesses</li> <li>Shows lack of growth in the correction of any weakness</li> </ul>	<ul> <li>Accepts new assignments, methods and ideas cooperatively</li> <li>Demonstrates awareness of own strengths and weaknesses</li> <li>Shows growth in the correction of any weakness</li> </ul>	<ul> <li>Accepts new assignments, methods and ideas cooperatively</li> <li>Aware of own strengths and weaknesses and initiates plans for self-improvement</li> <li>Demonstrates interest in continuing to learn and grow in position</li> </ul>
Work Habits  Unsatisfactory  Needs Improvement Satisfactory Exemplary	<ul> <li>Unaware or unconcerned about safety requirements for self, fellow employees, and/or students</li> <li>Avoids assignments and/or has difficulty completing assignments as directed</li> </ul>	<ul> <li>Occasionally demonstrates a lapse of awareness of safety for self, fellow employees and/or students</li> <li>Follows directions as assigned</li> </ul>	<ul> <li>Demonstrates good judgment and awareness of safety for self, fellow employees and students</li> <li>Shows initiative</li> </ul>	<ul> <li>Demonstrates superior judgment and awareness of safety for self, fellow employees and students</li> <li>Shows initiative, creativity, and problemsolving skills</li> </ul>

# Lopez Island School District # 144 Classified Staff Evaluation Form

Performance Indicato	r Unsatisfactory	Needs Improvement	Satisfactory	Exemplary					
Attendance / Appearance  Unsatisfactory Needs Improvement Satisfactory Exemplary	<ul> <li>Habitually arrives late and/or leaves assignment early</li> <li>Dress and/or grooming may not be appropriate for the job</li> <li>Attendance is unacceptable (16+ days)</li> </ul>	<ul> <li>early</li> <li>Usually demonstrates appropriate dress/grooming for the job</li> </ul>	<ul> <li>Demonstrates appropriat dress/grooming for the job</li> <li>Attendance meets expectations (6-10 days)</li> </ul>	manner appropriate for the job and as a role model for students					
Overall rating: Any "Needs Improvement" or "Unsatisfactory" rating requires specific comments.  Unsatisfactory  Needs Improvement  Satisfactory  Exemplary									
Comments: Evaluator:									
Employee:									
I hereby acknowledge receipt of this evaluation.									
Signatures:									
Evaluator	Date	e Employee	2	Date					