

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**EVERGREEN SCHOOL DISTRICT NO. 114**

AND

**PUBLIC SCHOOL EMPLOYEES OF  
EVERGREEN OFFICE-CLERICAL**

SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2027



**Public School Employees of Washington/SEIU Local 1948**

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**PREAMBLE**

This agreement is made and entered into between Evergreen School District Number 114 (hereinafter “District”) and Public-School Employees of Evergreen Office-Clerical, an affiliate of Public-School Employees of Washington/SEIU Local 1948 (hereinafter “Association”).

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

**ARTICLE I**

**RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.1.**

The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3 subject to the provisions of Section 1.2. The Association recognizes the responsibility of representing the interests of all such employees.

**Section 1.2.**

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

**Section 1.3.**

The bargaining unit to which this agreement is applicable shall consist of all classified positions listed in Schedule A attached hereto.

**Section 1.3.1. Substitutes.**

Substitutes will be eligible for union membership if they meet eligibility for SEBB and continue to be available for work. Provided, that bargaining unit substitutes are subject only to SEBB benefits and union dues. Seniority preference right of such individuals shall be effective only with respect to other substitute employees. Such bargaining unit status is not lost unless the employee separates from employment in accordance with the provisions of this agreement or is a voluntary quit. Substitute employees shall be eligible to participate in Washington State Public Employees Retirement System to the extent allowed by state law.

**Section 1.4. Temporary Status.**

A temporary position is one created by the District for a minimum period of more than sixty (60) workdays up to a maximum period of the remainder of the current school/fiscal year. If the district determines that the same temporary position will continue into the subsequent school year, the position will be posted from temporary to permanent (with the exception of extenuating circumstances created by legal issues, special pilot programs, or upon agreement of the parties).

1 **Section 1.4.1.**

2 Temporary positions exist when:

- 3
- 4 A. A regular employee is on a leave of absence for three (3) months or more;
- 5 B. Enrollment stability is uncertain;
- 6 C. Pilot programs (funding situations); or
- 7 D. Extenuating circumstances created by legal issues.
- 8

9 **Section 1.4.2.**

10 Temporary positions will be identified as such on the opening announcement(s).

11

12 **Section 1.4.3.**

13 Temporary positions are temporary and may end when the need for a particular position no

14 longer exists.

15

16 **Section 1.4.4.**

17 Permanent and temporary positions will be posted as required by the collective bargaining

18 agreement.

19

20 **Section 1.4.5.**

21 If the District requires or requests, in writing, a permanent employee to be placed in a

22 temporary position, the permanent employee will be returned to his/her regular position at the

23 end of the temporary assignment. In all other instances where the permanent employee applies

24 for and is granted a temporary position, he/she will not have the right to the original position

25 once the temporary position has expired.

26

27 **Section 1.4.6.**

28 If a position is temporary during a school year and then ends and is re-established at the

29 beginning of the next school year, the position shall be posted from temporary to permanent

30 status. If the same employee continues with the same position, with no interruption in service

31 (other than the regular summer break) the hire date would remain with the date on which he/she

32 began temporary employment in that position. If a new hire date is established, a new

33 probationary period will be served.

34

35 **Section 1.4.6.1. Elementary Office Assistants.**

36 Elementary office assistant positions are based on building enrollment of 650 or more

37 students.

38

39 **Section 1.4.7.**

40 Temporary employees are not subject to layoff provisions or recall rights under the layoff

41 provision.

42

43 **Section 1.4.8.**

44 A permanent position shall not be posted as temporary when vacated by an employee. The

45 position shall remain permanent. A permanent position may be posted as temporary only when

46 the position has been vacated for a leave of absence of the employee holding the permanent

47 position.

1  
2 **Section 1.4.9.**

3 Temporary positions that the District posts for an anticipated work period of the minimum  
4 number of hours as defined by SEBB per year will be eligible to enroll in benefits under SEBB  
5 from the hire date, provided the District expects the position to continue beyond sixty (60)  
6 working days.

7  
8 **Section 1.4.10.**

9 If the temporary position ends prior to the end of the school year or if the employee's work  
10 pattern is such that the District no longer anticipates the employee will work the minimum  
11 number of hours as defined by SEBB during the school year, the employee's eligibility for  
12 coverage through SEBB will end the last day of the month in which the change is effective.  
13 After such time, the employee may be eligible for medical insurance coverage through  
14 continuation coverage administered by Health Care Authority (COBRA) in accordance with  
15 federal law.

16  
17 **Section 1.4.11.**

18 If the temporary position continues through the end of the school year, the employee's  
19 eligibility for coverage through SEBB will continue until the last day of the month in which the  
20 school year ends. After such time, the employee may be eligible for medical insurance  
21 coverage through continuation coverage administered by Health Care Authority (COBRA) in  
22 accordance with federal law.

23  
24 **Section 1.5.**

25 The District will present new position descriptions and proposed pay rates to the Association president.  
26 If the District believes that the responsibility level of a position's duties and/or level of required skill  
27 and ability have been changed so significantly so as to make inappropriate the salary placement  
28 determined during the most recent round of bargaining, the District will provide the modified position  
29 description and proposed pay rate to the Association president. If the Association does not respond  
30 within seven (7) working days from receipt and there is a vacancy, the position may be posted and  
31 filled as per the District's determination. Any changes subsequently negotiated will be retroactive to  
32 the date of the new hire.

33  
34 **Section 1.5.1.**

35 In the event an employee believes that the responsibility level of their position's duties and/or  
36 level of required skill and ability have been changed significantly so as to make inappropriate  
37 the salary placement determined during the most recent round of bargaining, the employee will  
38 notify the Reclassification Bargaining Subcommittee (RBSC) of:

- 39  
40 1) the significant changes that require re-bargaining;  
41 2) the additional skills required to perform the significant changes; and  
42 3) the proposed modified salary placement.

43  
44 Employees who believe their position has been substantially modified since the last round of  
45 bargaining, to qualify under this section, must have written documentation outlining the  
46 significant changes and corresponding skill level(s) needed to initiate a review by the RBSC of  
47 the position. Employees must submit the documents to the RBSC.

1  
2 **Section 1.5.2.**

3 The RBSC will consist of six (6) members: three (3) bargaining unit members and three (3)  
4 administrative members. Each party will be responsible for the selection of its own members.  
5

6 **Section 1.5.3.**

7 The RBSC shall develop review procedures and timelines and shall submit them to the District  
8 and the Association for mutual approval. The mutually agreed upon reclassification request  
9 forms and the committee process forms shall be attached to this agreement for reference only.  
10

11 **Section 1.5.4.**

12 The annual timeline for submitting documents to the RBSC pursuant to Section 1.5.1 is  
13 March 1.  
14

15 **Section 1.6.**

16 When an employee's position is reclassified to a higher-class level or higher classification, their  
17 placement on Schedule A will be at the pay rate closest to, but not lower than their current rate of pay  
18 and they will not be placed lower than step 2 in the new classification. The respective longevity  
19 percentage(s) will then be applied to the new pay step. The employee shall retain district seniority right  
20 but may be subject to a new classification seniority date due to the reclassification.  
21  
22  
23

24 **ARTICLE II**

25 **RIGHTS OF THE EMPLOYER**  
26  
27

28 **Section 2.1.**

29 It is agreed that the customary and usual rights, powers, functions, and authority of management are  
30 vested in management officials of the District. Included in these rights, in accordance with and subject  
31 to applicable laws, regulations, and the provisions of this agreement, is the right to direct the  
32 workforce, the right to hire, promote, retain, transfer, and assign employees in positions; the right to  
33 suspend, discharge, demote, or take other disciplinary action against employees; and the right to  
34 release employees from duties because of lack of work or for other legitimate reasons. The District  
35 shall retain the right to maintain the efficiency of the District operation by determining the methods,  
36 the means, and the personnel by which operations undertaken by the employees in the unit are to be  
37 conducted.  
38

39 **Section 2.2.**

40 The right to make reasonable rules and regulations shall be considered acknowledged functions of the  
41 District. In making rules and regulations relating to personnel policies, procedures, and practices, and  
42 matters of working conditions, the District shall give due regard and consideration to the rights of the  
43 Association and the employees and the obligations imposed by this agreement.  
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45 **ARTICLE III**

46 **RIGHTS OF EMPLOYEES**  
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**Section 3.1.**

It is agreed that the employees, subject to the provisions of 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 Association. The freedom of such employees shall be recognized as extending to participation in the management of the Association, including the presentation of the views of the Association to the superintendent to the board of directors of the District. Both the Association and the District agree to comply with all applicable laws regarding optional Association membership.

**Section 3.1.1.**

The District will strive for a safe working environment. Employees should report any suspected unsafe working situations to their supervisors. Such employees will receive a response in a timely fashion. (Reference Section 18.1.2.)

**Section 3.2.**

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or to his immediate supervisor and the superintendent in accordance with District policy and administrative procedures.

**Section 3.3.**

Employees of the unit's subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors as provided in the grievance procedure. Employees shall have the right to representation when disciplinary action is taken or when the employee reasonably believes that there is the potential for disciplinary action that may affect the continuation of employment.

**Section 3.4.**

Each employee reserves the right to delegate any right or duty contained in this agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

**Section 3.5.**

Neither the District nor the Association shall discriminate against any employee subject to this agreement on the basis of race, creed, color, gender including gender expression or identity, sexual orientation, religion, age, national origin, marital status, honorably discharged veteran or military status, the use of a trained dog guide or service animal by a person with a disability, or the presence of any physical, sensory, or mental disability, except insofar as such factors are valid occupational qualifications and the employee can perform the essential functions of the job.

**Section 3.6.**

The District may maintain a personnel file on each employee. Such file shall contain such items as original employment application and resume, educational records, references, information required as a condition of employment, payroll authorizations, status sheets, correspondence, evaluations, and any other information that is pertinent to the employee. Supervisors and/or the District business office may keep a working file with copies of information required as a condition of employment or pertinent to the employee's seniority. In addition, the supervisor may keep, in a working file, information that may be used in the employee evaluation. No other files shall be kept in the District except as allowed in Section 3.6.1.

1  
2 Upon request, an employee shall have the right to inspect, under the supervision of the Superintendent  
3 or his/her designee, all contents of his/her personnel file and medical information file in the Human  
4 Resource Department, and/or supervisor's working file in the supervisor's office. If it is the  
5 employee's desire, he/she may fill out an inventory sheet listing all documents in his/her file. Upon  
6 request, a single copy of any document(s) shall be provided to the employee.

7  
8 Any material placed in the employee's personnel file which is reviewed and judged by the employee to  
9 be derogatory to his/her conduct, service, character, or personality may be refuted in writing. Such  
10 written response shall become part of the personnel file.

11  
12 The Association and District agree that any derogatory material over two (2) years old, with the  
13 exception of evaluations, may be removed from the personnel file at the request of the employee and  
14 upon approval of the District. When such a request is made by the employee, the District will consider  
15 the nature and/or recurrence of the conduct, and any legal requirements for retention. The Human  
16 Resources Manager is the contact person in the Human Resources Department has the authority to  
17 inspect and either destroy such information or remove it to another location, including an archived  
18 district file. Any contents of the working file not transferred to the official personnel file by the end of  
19 the school/fiscal year shall be destroyed or given to the employee; provided further, that any material  
20 transferred to the employee's personnel file shall be first shown to the employee. Materials may be  
21 kept by the District following an employee's termination from employment in accordance with state  
22 and/or federal law.

23  
24 Disagreement by an employee with any materials in the employee's file may be a matter to be pursued  
25 by the grievance procedure. Any material not shown to an employee by the District shall not be  
26 allowed in any disciplinary action against the employee. Information related to grievances and  
27 investigations will be maintained separately from the regular employee's personnel file.

28  
29 A mutually agreed upon evaluation form, Plan of Improvement Evaluation Tool, and Plan of  
30 Improvement Form shall be attached to this agreement for reference only.

31  
32 **Section 3.6.1.**

33 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as  
34 of July 26, 1992, the District shall maintain a medical information file for each classified  
35 employee of the District which will be kept separate from the personnel file. Such files will  
36 contain such sensitive information as immunization history, health-related cards, leave sharing  
37 information, information on medical history, and/or medical releases, etc. This medical  
38 information file will insure the confidentiality of sensitive information regarding the employee  
39 in the event of a federal and/or state audit.

40  
41 **Section 3.6.2.**

42 Association representatives shall be limited to attorneys and/or field representatives and/or  
43 elected President of PSE. Such authorized representatives shall have access to personnel files  
44 of bargaining unit employees subject to the following procedures and conditions:

- 45  
46 1. Authorized Association representatives shall make a written request to the Human  
47 Resource Department to review personnel files, performance evaluations, or other



1 official documents relating to employee relations matters. The request shall set  
2 forth the specific reason for the request and such information shall directly relate to  
3 and be necessary to assist the Association in the processing of grievances and  
4 administering the collective bargaining agreement. The District will provide such  
5 information for review within fifteen (15) days.  
6

- 7
- 8 2. Should part or all of the information sought by the Association be of a highly  
9 personal or confidential nature, the District shall provide prior written notice to the  
10 affected employee(s) before providing that information to the Association.
- 11 3. In the event of a disagreement over which documents may be disclosed, the  
12 arbitrator or hearing examiner will review the material in question and will render a  
13 decision prior to the hearing.  
14

15 **Section 3.7.**

16 The primary purpose of video cameras is to maintain safety. Video will only be used during  
17 investigations for reported allegations of misconduct. Employees and their authorized union  
18 representatives will be allowed to review the tape(s) of video camera(s) when there is an issue of  
19 employee misconduct. The employee's permission will be obtained before tapes are used for training  
20 purposes.  
21

22

23

24 **ARTICLE IV**

25

26 **RIGHTS OF THE ASSOCIATION**

27

28 **Section 4.1.**

29 The Association has the right and responsibility to represent the interests of all employees in the unit;  
30 to present its views to the District on matters of concern, either orally or in writing; to consult or be  
31 consulted with respect to the formulation, development, and implementation of labor relations matters  
32 and practices which are within the authority of the District; and to enter collective negotiations with the  
33 object of reaching an agreement applicable to all employees within the unit.  
34

35 **Section 4.2.**

36 The Association shall be notified by the District of any grievances or disciplinary action of any  
37 employee subject to the provisions of this agreement in accordance with the provisions of the  
38 discharge and grievance procedure articles contained herein. The Association is entitled to have an  
39 observer at hearings conducted by any District official or body arising out of grievance and to make  
40 known the Association's views concerning the case, provided that an observer for the Association may  
41 attend such hearings only with the permission of the affected employee.  
42

43 **Section 4.3.**

44 The District shall provide a general orientation within a timely manner to all new employees, and as  
45 part of the general orientation of each new employee subject to the provisions of this Agreement, shall  
46 provide the such employee with a copy of this agreement as well as a Membership and Dues

1 Deduction/Checkoff Authorization form to be furnished by the local Association. Bi-weekly  
2 notification will be given to the Association of all new hires, including their location and work hours.

3  
4 The Union shall be provided thirty (30) minutes of the new employee orientation.

5  
6 No newly hired employee may be mandated to attend the union portion of this meeting.

7  
8 **Section 4.3.1.**

9 The District shall make available regularly to the president of the Association or his/her  
10 designated representative, the names of all employees in their respective job classifications  
11 through online access on SharePoint (eNet).

12  
13 **Section 4.3.2.**

14 The District shall furnish upon written request of officers or authorized representatives of the  
15 Association, any and all information, statistics, and records that are relevant to negotiations,  
16 grievances, and/or Association business as it relates to this contract. The request shall set forth  
17 the specific reason and such information shall directly relate to and be necessary to assist the  
18 Association with negotiations, grievances, and/or Association business as it relates to this  
19 contract. Based on that information, the District will either furnish the information or provide a  
20 rationale to the Association as to why all, or part, of the requested information was not  
21 furnished.

22  
23 Upon written request, the District shall furnish to the Association president or designee  
24 information concerning the District, including but not limited to two (2) copies of the  
25 preliminary and final budgets, annual and monthly financial reports, annual audits, data  
26 regarding known and projected resources, known budget requirements and allocation  
27 information regarding the preliminary budget prior to its adoption, the annual Directory of  
28 Personnel, agendas and minutes of all board meetings, monthly student enrollment data reports,  
29 reports of environmental conditions in workplaces occupied by members of the bargaining unit,  
30 and available information which is necessary for the Association to process a grievance. Any  
31 reproduction costs not provided for above shall be paid by the Association at the current and  
32 usual rate.

33  
34 **Section 4.4.**

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

37  
38 **Section 4.4.1.**

39 Whenever any representatives of the Association or any employees are mutually scheduled by  
40 the parties to participate in grievance proceedings, conferences, or meetings, they shall be paid  
41 by the District their appropriate rate of pay if such meetings are scheduled during their regular  
42 shifts.

43  
44 **Section 4.5.**

45 The president of the Association and his/her designated representatives will be provided time off  
46 without loss of pay for a maximum of six (6) days per year to attend regional or state meetings. The  
47 Association agrees to indemnify and hold harmless the District with respect to any litigation and/or

1 damages that arise out of the operation and implementation of this provision. When the Association  
2 initiates the use of this leave, Public School Employees of Evergreen Office-Clerical agree to  
3 reimburse the District for substitute costs associated with this provision, if necessary.  
4

5 **Section 4.5.1.**

6 The president of the Association or his/her designated representative(s) shall have release time,  
7 four (4) days per month, noncumulative, from regularly assigned duties for Association  
8 business with no loss in pay. The Association shall reimburse the District for the salary and  
9 payroll costs of the President or his/her designated representative(s) for the release time on a  
10 prorated basis. Advance notice of five (5) business days or more will be given.  
11

12 The President or his/her designee, shall be granted an additional two (2) days per month, up to  
13 (3) three months within the school year when negotiating a full agreement with the District.  
14

15 **Section 4.5.2.**

16 Any bargaining unit member who holds a state elected position in the PSE Association shall be  
17 permitted to utilize intermittent release time when such time is paid in full by PSE. This  
18 intermittent release time will not exceed five (5) workdays within a school year.  
19

20 **Section 4.6.**

21 Visitation rights, within reason, shall be granted to the designated representative of the Public-School  
22 Employees of Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining  
23 units for purposes of grievance procedures and/or general information data. The visiting delegate shall  
24 notify the Human Resource Department and manager/supervisor of the department/building being  
25 visited prior to or upon arrival.  
26

27 **Section 4.7.**

28 The District shall provide bulletin board space in each school for use by the Association. The bulletins  
29 posted by the Association are the responsibility of the officials of the Association. Each bulletin shall  
30 be signed by the Association official responsible for its posting. Unsigned notices or bulletins may not  
31 be posted. There shall be no other distribution or posting by employees or the Association of  
32 pamphlets, advertising, political matters, notices of any kind, or literature on District property, other  
33 than herein provided. The District reserves the right to post notices, announcements, etc., which are of  
34 interest and concern to Association members.  
35

36 **Section 4.7.1.**

37 The Association shall ensure the prompt removal of notices posted by representatives of the  
38 Association from the bulletin boards after they have served their purpose.  
39

40 **Section 4.8.**

41 The Association and its representatives may use employee mailboxes to communicate to classified  
42 employees. This shall include freedom from any censorship or screening by the District  
43 representatives prior to distribution. The Association may use District school buildings for meetings  
44 and transact official business on school property at all reasonable times, provided that this shall not  
45 interfere with nor interrupt normal school operations or other scheduled building activities as  
46 determined by checking with the principal/designee and building rentals. Electronic mail may be used  
47 by the Association during the non-duty time.

1  
2 **Section 4.9.**

3 Procedures to Follow When the Association President Misses Work to Attend an Arbitration Hearing  
4 (or Presidential Release Time) and/or When an Employee Misses Work to Appear as a Witness in an  
5 Arbitration Hearing.  
6

7 A. President.

8 Pursuant to Article IV, Section 4.5.1, of the collective bargaining agreement, the  
9 Association president may be excused from work to participate in Association business,  
10 including arbitration hearings.  
11

12 Advance notice shall be provided to Human Resource Department as well as the  
13 president's immediate supervisor. The information provided should contain the  
14 following.  
15

- 16 1. Name of the president and work site location.
- 17
- 18 2. Indicate the name of the arbitration to be attended and the date. This same  
19 process is to be used if the absence is for a regular presidential release day.
- 20
- 21 3. Number of hours to be missed from work. (Note: if the hours missed are  
22 different than what was originally given, please notify the Human Resource  
23 Department of the discrepancy by the day following the arbitration or release  
24 day. Please see Item C.)  
25
- 26 4. Billing Information  
27 Name of President  
28 Evergreen Office-Clerical Chapter  
29 Appropriate Address as Specified by President  
30

31 B. Other Employees.

32 If an employee is selected to appear as a witness on behalf of PSE, notification shall be  
33 provided to Human Resource Department and the employee's immediate supervisor.  
34 The information provided should contain the following.  
35

- 36 1. The name(s) of the employee(s) whose wages are subject to reimbursement by  
37 the Association and work site location.
- 38
- 39 2. Name of the attorney representing PSE Office-Clerical.
- 40
- 41 3. Date of the arbitration.
- 42
- 43 4. Number of hours to be missed from work. (Note: if the hours missed are  
44 different than what was originally given, please notify the Human Resource  
45 Department of the discrepancy by the day following the arbitration. Please see  
46 Item C.)  
47



1 **Section 6.1.**

2 The Association will designate a conference committee of at least three (3) members who will meet  
3 with the superintendent of the District and/or his/her designated representatives on a mutually  
4 agreeable regular basis to informally discuss appropriate matters. These meetings shall not be  
5 construed as negotiating sessions. The District and Association shall notify each other in advance of  
6 those items to be discussed.  
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9

10 **ARTICLE VII**

11 **HOURS OF WORK AND OVERTIME**

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13  
14 **Section 7.1.**

15 Each employee shall be assigned to a definite shift with designated times of beginning and ending,  
16 which shall not be changed without two (2) calendar weeks' prior notice to the employee, or unless  
17 required by an emergency or where overtime is necessary. The District shall have the right to establish  
18 work schedules and starting times.  
19

20 **Section 7.2.**

21 The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2)  
22 consecutive days of rest, Saturday and Sunday. For pay purposes only, the workweek shall be  
23 considered Sunday through Saturday.  
24

25 **Section 7.3.**

26 Work shifts that are more than five (5) consecutive hours shall be designated a lunch period of thirty  
27 (30) minutes to one (1) hour which shall not be counted for pay purposes. Lunch periods shall be free  
28 from interruptions and shall be given as near the middle of the work shift as is practicable. The regular  
29 workday shall include one (1) fifteen (15) minute rest period for each continuous four (4) hour period  
30 of work. In the event, that an employee is assigned to a work period of less than four (4) hours, but at  
31 least three (3) hours, the employee shall be given a rest period of not less than ten (10) minutes, on the  
32 employer's time. For work periods of less than three (3) hours, no break is required. Where the nature  
33 of the work allows employees to take intermittent rest periods equivalent to the required breaks, rest  
34 periods are not required.  
35

36 **Section 7.3.1.**

37 Employees required to work through their regular lunch periods will be given time to eat at a  
38 time agreed upon by the employee and supervisor. In the event, the District requires an  
39 employee to forego a lunch period and the employee works the entire shift, including the lunch  
40 period, the employee shall be compensated for the foregone lunch period at overtime rates (if  
41 overtime is applicable).  
42

43 **Section 7.4.**

44 In the event of an unusual district and/or school closure due to inclement weather, plant inoperation, or  
45 the like, the District will make reasonable efforts to notify each employee to refrain from coming to  
46 work. Employees reporting to work shall receive a minimum of one (1) hour's pay at a base rate in the  
47 event of such a closure; provided, however, no employee shall be entitled to any such compensation in

1 the event he/she has been actually notified by the District of the closure prior to leaving home for  
2 work. Documented attempts to reach the employee at the telephone number on record, FlashAlert,  
3 District Website, District Social Media accounts, and/or radio announcements on a designated radio  
4 station(s) shall constitute proper notice. In closure situations other than inclement weather, adequate  
5 notice will consist of a documented phone call. Twelve (12) month employees may use emergency  
6 leave, personal leave, vacation, accumulated compensatory time, or make other arrangements with  
7 their immediate supervisor in order to make up for all lost work hours.  
8 The work calendar of less than twelve (12) month employees will be adjusted to make up for all lost  
9 work hours. With approval from their immediate supervisor, the employee may use accumulated  
10 compensatory time or make other arrangements to make up for all lost work hours.

11  
12 **Section 7.4.1.**

13 On late-start days or early dismissal days unrelated to inclement weather, classified personnel  
14 are expected to work their entire shift.

15  
16 **Section 7.5.**

17 Regular full-time employees and regular part-time employees who are requested to work a shift  
18 regularly filled by an employee in a higher pay range shall receive compensation on the higher pay  
19 range at the step closest to, but not lower than, his/her current rate. Regular full-time employees and  
20 regular part-time employees who voluntarily work added shifts in jobs on a lower pay range shall  
21 receive compensation from the lower pay range at the step closest to, but not higher than, his/her  
22 current rate.

23  
24 **Section 7.5.1.**

25 If overtime is approved by the designated administrator, employees may choose to take time  
26 worked beyond eight (8) hours per day or forty (40) hours per week as compensatory time.  
27 Compensatory time shall be one and one-half (1 ½) hours for each hour worked and Policy and  
28 Procedure 5231 rules apply. Compensatory time shall be taken at a time pre-approved by the  
29 supervisor after compensatory time is earned.

30  
31 Accumulation of compensatory time shall be recorded on a Compensatory Time Log that will  
32 be turned in with the employee's monthly timesheet. Any outstanding hours are to be turned  
33 into the Human Resource Department with the employee's June timesheet for accounting  
34 purposes. If the compensatory log is not submitted with the employee's June timesheet the  
35 employee will forego all outstanding compensatory hours.

36  
37 **Section 7.6.**

38 District agrees to a regular rate of pay for all mandatory training and in-service meetings. All  
39 voluntary meetings or training may be on the employees' own unpaid time.

40  
41 **Section 7.7.**

42 Overtime assignments shall be distributed in accordance with the seniority provisions; i.e., the most  
43 senior employee in the building/department, hereinafter provided. The District agrees to provide  
44 employees with as much advance notice of overtime requirements as is practicable in the  
45 circumstances.





1 \*The regular work schedule does not include extra days, special workshops, or in-service training.

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

9  
10 **Section 8.1.1. Unworked Holidays.**

11 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect  
12 at the time the holiday occurs; provided, they have compensated hours to cover their regular  
13 shift(s) on both sides of the holiday. Winter break holidays shall be paid provided employees  
14 have compensated hours to cover their regular shift(s) the day before and the day after the  
15 break.

16  
17 **Section 8.1.2. Worked Holidays.**

18 Employees who are requested to work on the above observed holidays shall receive the pay due  
19 them for the holiday, plus two (2) times their base rate for all hours worked on such holidays.

20  
21 **Section 8.1.3. Holidays During Vacation.**

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

24  
25 **Section 8.2. Vacations.**

26 All twelve (12) month employees (except for temporaries of one year or less) shall receive prorated  
27 vacation based on their years of service to the district or as determined in Section 16.1. Such vacations  
28 shall be earned, vested, and used as designated in this article.

29  
30 **Section 8.2.1.**

31 The vacation credit to which an employee shall be entitled shall be computed in accordance  
32 with the following rules.

33  
34 **Section 8.2.1.1.**

35 For one (1) year of service in accordance with Section 8.2, the employee shall receive  
36 seven (7) days of paid vacation during the first year of work.

37  
38 **Section 8.2.1.2.**

39 For two (2) and up to and including five (5) years of service, the employee shall receive  
40 fourteen (14) days of paid vacation.

41  
42 **Section 8.2.1.3.**

43 For six (6) years of service, the employee shall receive fifteen (15) days of paid  
44 vacation.



1 **Section 9.1. Sick/Emergency Leave.**

2 All full-time, 12-month, 8-hour classified employees earn one (1) day of sick/emergency leave per  
3 month. Full-time, 12-month, 8-hour classified employees hired after September 1 shall receive  
4 prorated sick/emergency leave allowance based on one (1) full day per month. On the first day of  
5 employment of each year, each employee who is scheduled to work eight (8) hours per day, two  
6 hundred (200) days or more per year, shall be credited in advance (front-loaded) for the full amount of  
7 sick/emergency leave to be earned that work year. Employees who receive front-loaded sick leave but  
8 use more sick leave than they actually accrue will have their final paycheck adjusted accordingly.  
9 Front-loaded leave amounts will be as follows:

- 10 • Twelve (12) month, eight (8)-hour employees will be front-loaded ninety (96) hours each  
11 September 30.
- 12 • Two hundred twenty-five (225) day, eight (8)-hour employees will be front-loaded eighty-three  
13 point zero four (83.04) hours each September 30.
- 14 • Ten (10) months (at least 200 days but less than 225), eight (8)-hour employees will be front-  
15 loaded eighty (80) hours each September 30.

16  
17 Those employees who are contracted for less than full-time positions, or as described above, shall  
18 receive prorated sick/emergency leave which shall be paid on the basis of base hourly rates applicable  
19 to the employee’s daily work shift and in accordance with the law.  
20

21 Sick leave may be used for maternity, illness, injury, doctor, dental or vision appointments, and  
22 emergency. Sick leave may also be used as per Section 9.1.4.  
23

24 **Section 9.1.1. Emergency Leave.**

25 An emergency, for the purposes of this leave, is an unexpected situation or sudden occurrence  
26 of a serious or urgent nature that demands the employee’s immediate attention. An emergency  
27 arises out of unforeseen and unexpected circumstances which create an air of crisis or extreme  
28 need. The circumstances must threaten physical or mental health or would result in  
29 irremediable harm or immediate disaster to life or property unless some action is taken. Use of  
30 emergency leave shall be charged against the employee’s accumulated sick leave. Before, or, if  
31 necessary, immediately upon return, the employee shall initiate a discussion with their  
32 immediate supervisor (building principal/ management supervisor or their designee) regarding  
33 eligibility for emergency leave. The employee’s immediate supervisor shall determine if the  
34 situation constitutes an emergency at the time of the employee’s request. Examples of  
35 acceptable emergency leave include, but are not limited to:  
36

- 37 • Personal disasters.
- 38 • Natural Disaster.
- 39 • Required court appearances for divorce proceedings, custody issues, and other  
40 subpoenas. The employee must submit proof of documentation directly to the  
41 Human Resources Department within five (5) days of submitting timesheet.
- 42 • Funerals and/or events surrounding the death of a family member or friend not  
43 eligible under bereavement leave; provided, that use of sick leave/emergency leave  
44 for this purpose shall be limited to a maximum of five (5) occurrences totaling no  
45 more than five (5) days in the employee’s work year. The employee shall note the

1 use of emergency leave for bereavement purposes on their regular monthly  
2 timesheet. If additional time is necessary, the employee may request unpaid leave.  
3

4 **Section 9.1.2.**

5 Each employee's portion of unused sick/emergency leave allowance shall accumulate from  
6 year to year. An up-to-date balance of sick leave hours is available through District online  
7 system (i.e. Employee Access). Employees who have accrued sick leave while employed with  
8 another public-school district in the State of Washington shall be given credit for such accrued  
9 sick leave upon employment with the District. It shall be the responsibility of the new  
10 employee to ensure that the Human Resource Department receives official notification from the  
11 former District of any sick leave balance at the time of resignation.  
12

13 **Section 9.1.3.**

14 Employees may be required to furnish proof by their physician of illnesses requiring an absence  
15 of five (5) consecutive days or more. When an employee will be absent from work, he/she  
16 shall give notice to the building principal or person designated by the building to receive such  
17 notice as early as possible. If the absence may be for consecutive days, the District shall be  
18 notified, in writing, of the probable date of return. The employee is expected to keep the  
19 District apprised of his/her intent.  
20

21 **Section 9.1.4.**

22 The District shall allow an employee to use a choice of his/her accrued sick leave or other paid  
23 leave to care for a child of the employee under the age of eighteen (18) with a health condition  
24 that requires treatment or supervision, a child of the employee who is over the age of eighteen  
25 (18) who is incapable of self-care, or a grandchild who is a dependent of and living with the  
26 employee if the dependent is under the age of eighteen (18) with a health condition that  
27 requires treatment or supervision; or a spouse, parent, parent-in-law, or grandparent of the  
28 employee who has a serious health condition or an emergency condition. The definitions of  
29 family relationships are spelled out in RCW 49.12.265. An employee may not take advance  
30 leave until it has been earned. The District shall not discharge, threaten to discharge, demote,  
31 suspend, discipline, or, otherwise discriminate against an employee who uses this leave.  
32

33 **Section 9.1.5. Employee Attendance Incentive Program.**

34 Pursuant to the provisions of RCW 28A.400.210, each January following any year in which an  
35 eligible employee has accrued a minimum of sixty (60) days of sick leave, he/she may exercise  
36 an option to receive payment for unused sick leave that was accrued in the previous year  
37 (January through December) at a rate equal to one (1) day's current monetary compensation for  
38 each four (4) full days accrued sick leave in excess of sixty (60) days.  
39

40 **Section 9.1.5.1.**

41 At the time of separation from employment, retirement, or death, an eligible employee  
42 or the employee's estate may exercise an option to receive payment at a rate equal to  
43 one (1) day's current monetary compensation of the employee for each four (4) full  
44 days accrued sick leave up to a maximum of one hundred eighty (180) days.  
45

1           **Section 9.1.6. Leave Sharing.**

2           Leave sharing shall be in accordance with the Washington State Leave Sharing Program as  
3           established under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and as set forth in  
4           Chapter 41.04 RCW. An employee may apply for leave sharing provided they have met the  
5           following criteria as set forth in District Policy 5406:  
6

- 7           1. The employee must suffer from, or have a relative or household member suffering  
8           from, an extraordinary or severe illness, injury, impairment, or physical or mental  
9           condition which has caused or is likely to cause the employee to take leave without  
10          pay or terminate his/her employment. Documentation is required from a licensed  
11          physician or other authorized health care practitioner verifying the severe or  
12          extraordinary nature of the condition, the employee’s required absence, a  
13          description of the medical problem, and the expected date of return-to-work status.  
14
- 15          2. The employee is sick or temporarily disabled because of pregnancy disability or for  
16          the purpose of parental leave to bond with the employee’s newborn, adoptive, or  
17          foster child.  
18
- 19          3. The employee has been called to service in the uniformed services, including  
20          voluntary or involuntary service, in the armed forces, the National Guard, the  
21          commissioned public health services, the Coast Guard, or any other category of  
22          persons designated by the President of the United States in time of war or national  
23          emergency.  
24
- 25          4. The employee has depleted all of his/her eligible leaves.

26

27           A twelve (12) month employee may donate annual leave (vacation) provided the donation does  
28           not cause the vacation leave balance to fall below ten (10) days.  
29

30           All employees may donate sick leave provided the transfer will not cause the employee’s sick  
31           leave balance to fall below one hundred seventy-six (176) hours after the transfer.  
32

33           **Section 9.2. Sick Leave Covered by Industrial Insurance.**

34           Employees who are absent for reasons covered by industrial insurance shall be paid an amount equal to  
35           the difference between the amount paid to the employee by the industrial insurance carrier and the  
36           amount the employee would normally earn; provided, the employee wishes to draw from the  
37           accumulated sick leave during such an absence. A deduction shall be made from the employee’s  
38           accumulated sick leave in accordance with the amount paid to the employee by the District. If an  
39           employee chooses to use all of their sick, vacation, and PTO leave, and has not yet met the hour’s  
40           requirement for medical benefit eligibility or is no longer anticipated to meet eligibility requirements  
41           they may, in accordance with SEBB rules, elect continuation coverage (COBRA) through the period of  
42           leave without pay. (WAC 182-31-100). If the employee chooses not to use sick leave, they shall not  
43           be entitled to use vacation or PTO leave.  
44

45           **Section 9.3. Health Leave.**

46           A classified employee whose physician certifies in writing that the employee is unable to perform job-  
47           related responsibilities because of personal illness or disability shall, upon reasonable notice and upon

1 approval of the proper administrative channels, be granted a leave of absence, for up to one (1) year  
2 from the date the leave is granted. If an extended illness is involved, one (1) additional year may be  
3 granted. Accumulated sick leave may be used for health leave if desired. In the case of maternity, sick  
4 leave may be used following the birth or related complications or for the period of actual physical  
5 disability caused by pregnancy upon a doctor's order. Accrued sick leave may be used for parental  
6 leave to bond with a newborn, adoptive or foster child following the first year of birth or placement.  
7 This will require written verification by a doctor that the employee is unable to work. If the employee  
8 does not have thirty (30) days of sick leave available, unpaid leave may be granted. SEBB eligibility  
9 rules and policies apply to employees on an approved leave of absence.

10  
11 **Section 9.3.1.**

12 The employee who is on a medical leave of absence for more than three (3) months shall  
13 specify, in writing, the length of the anticipated leave. Vacancies of three (3) months or more  
14 caused by a leave of absence shall be posted and filled on a temporary basis. The returning  
15 employee will be returned to the same position if it exists. If it no longer exists, then the  
16 employee shall have the next available position in that classification. New employees hired to  
17 fill positions of employees on a leave of absence will be hired only for a temporary specific  
18 period of time. The temporary employee will be eligible to receive medical benefits only if  
19 he/she meets SEBB eligibility requirements. The new temporary employee will be given a  
20 minimum of two weeks' notice when his/her temporary job will end.

21  
22 **Section 9.4.**

23 The classified employee granted a personal leave of absence for a one (1) year period must confirm  
24 his/her intention to return the next school year to the District Human Resource Department, in writing,  
25 by no later than March 15. The classified employee granted a leave of absence for a school year period  
26 will be expected to remain on leave for the term granted; however, if the employee requests to come  
27 back before the term of leave is up, the District must give its mutual consent to do so. If the leave of  
28 absence was granted for a period other than a school year period, written confirmation of the  
29 employee's intention to return must be made to the District Human Resource Department office at  
30 least thirty (30) days prior to the expected date of return. SEBB eligibility rules and policies apply to  
31 employees on an approved leave of absence.

32  
33 **Section 9.4.1.**

34 All returns from health leave are contingent on a written statement of release from the attending  
35 physician regarding the individual's health. The employee must submit the written statement of  
36 release from their attending physician to the Human Resource Department. The employee will  
37 need clearance and approval from the Human Resource Department before returning to their  
38 work site.

39  
40 **Section 9.5.**

41 If an employee on a leave of absence accepts another job, receives unemployment insurance, or goes  
42 into business for himself/herself, his/her employment and all other seniority rights will be  
43 automatically terminated.

1 **Section 9.6. Short-Term Unpaid Personal Leave.**

2 Unpaid leave may be requested by classified employees for hardship or an unforeseen situation. Each  
3 request of this nature will be reviewed and granted only when they will not have an undesirable impact  
4 on the educational program or business operations.

5  
6 Unpaid leave is not guaranteed and must receive pre-approval through the Human Resource  
7 Department. If unpaid leave is granted, all of the employee's accrued vacation, PTO leave, and paid  
8 personal leave days will be exhausted before any unpaid leave is allowed.

9  
10 **Section 9.7. Bereavement Leave.**

11 Each classified employee shall be entitled to up to five (5) days with full pay for each occurrence in the  
12 employee's family to be taken within 120 calendar days of the death. Family shall be defined to  
13 include the employee: mother, father, sister, brother, husband, wife, spouse equivalent, son, daughter,  
14 son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild,  
15 grandparent, stepfather, stepmother, step-brother, step-sister, stepson, stepdaughter, step-grandchild,  
16 aunt, uncle, niece, nephew, or anyone who is living with and considered part of the family. The  
17 employee shall inform their immediate supervisor of their relationship to the deceased and note the  
18 relationship on their regular monthly timesheet. No other documentation shall be required unless there  
19 is evidence of possible misuse. Bereavement leave is non-cumulative and not deducted from other  
20 leaves.

21  
22 Exceptions to the above timelines and relationships may be granted on a case-by-case basis at the  
23 request of the Association made to HR, and will not set a precedent.

24  
25 **Section 9.8. Parental/Adoption Leave.**

26 Two (2) days of parental/adoptive leave with full pay shall be allowed, upon written request to the  
27 Human Resource Department, to be used in connection with the child's birth or adoption. Such leave  
28 shall be noncumulative. One (1) additional day may be allowed provided the employee utilizes  
29 accrued vacation/PTO leave/personal leave for the time. If no vacation/PTO leave/personal leave time  
30 is available, the employee may take the time off with the loss of pay.

31  
32 **Section 9.9. Military Leave.**

33 Military leave of absence shall be granted to classified employees as required by law. Employees shall  
34 notify their immediate supervisor of the intended military leave and a copy of the military orders shall  
35 be submitted in advance of the leave to the Human Resource Department.

36  
37 **Section 9.10. Judiciary Leave.**

38 In the event an employee is summoned to serve as a juror, or appear as a witness in court on behalf of  
39 the District, or is named as a co-defendant with the District, he/she shall receive his/her normal day's  
40 pay for each day he/she is required in court.

41  
42 After completion of such service, the employee will provide a copy of the summons to appear or  
43 Certificate of Jury Service to his/her supervisor as well as the Payroll department.

44  
45 The leave will be recorded on the appropriate monthly timesheet.

1 **Section 9.11.**

2 In the event a classified employee is a party in court action, he/she may be granted a temporary leave  
3 of absence without pay.

4  
5 **Section 9.12.**

6 The employee on leave of absence shall retain accrued sick leave, vested PTO leave, vested vacation  
7 rights, and seniority rights. Vacation, PTO leave, and sick leave shall not accumulate while the  
8 employee is on an unpaid leave of absence. Compensation for PTO leave taken by employees but not  
9 yet earned will be deducted from the employee's paycheck.

10  
11 **Section 9.13. Personal Leave.**

12 Employees shall receive up to two (2) days of personal leave per year with pay equal to their normal  
13 daily wage based on their assigned schedule. Regular employees whose regular work schedule is less  
14 than one hundred (100) days per work year, including holidays, will be eligible for only one (1)  
15 personal leave day per year. Regular employees in their second year or beyond of employment with at  
16 least twenty (20) days of fully compensated time in their regular work year, including holidays, will be  
17 eligible to use their personal leave days. New hires who have less than one hundred (100) but more  
18 than sixty (60) work days remaining in their regular work schedule, including holidays, will be eligible  
19 for one (1) personal leave day. Those new hires who have sixty (60) or fewer work days remaining in  
20 their regular work schedule, including holidays, will be ineligible for personal leave and personal leave  
21 buyback during the year in which they were hired. Such leave shall be noncumulative, and shall be  
22 taken in one (1) hour increments or full day blocks, and shall not be deducted from other leaves  
23 provided under this article. Request for personal leave shall be made to the employee's immediate  
24 supervisor at least twenty-four (24) hours before taking such leave. Upon written request via the  
25 Personal Leave buyback form, employees with unused personal leave days shall be compensated in  
26 August [average number of hours at their regular rate(s) of pay]. The buyback form must be in the  
27 Human Resource Department by the August cutoff date (July 31) to be valid.

28  
29 Compensation for personal leave taken by employees separating from district employment who didn't  
30 meet the appropriate qualification(s) above will be deducted from the employee's final paycheck.

31  
32 **Section 9.14. Religious Leave.**

33 Per state law, each employee covered by this Agreement is entitled to two (2) unpaid days per year, if  
34 no personal/vacation/PTO days are available, for a reason of faith or conscience or an organized  
35 activity conducted under the auspices of a religious denomination, church, or religious organization  
36 unless such leave will pose an undue hardship as set forth in WAC 82-56-020.

37  
38 The employee must submit his/her request to the building administrator a minimum of seventy-two  
39 (72) hours in advance of the requested time off.

40  
41 **Section 9.15. Family Medical Leave Act.**

42 Employees who have worked for the Evergreen School District for at least twelve (12) months and at  
43 least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid  
44 leave for the following reasons as set forth in District Policy 5404:

- 45  
46 1. For the birth of a child, and in order to care for the newborn child;  
47 2. For the placement with the employee of a son or daughter for adoption or foster care;



3. To care for the employee's spouse, child, or parent who has a serious health condition; or
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition.

Certain leave related to military deployments may also qualify for FMLA leave. See District Policy 5404 for more information.

When leave is based on a serious health condition (either the employee's or a family member's) the written request must be supported by a certification from a health care provider and provided in a timely manner, generally fifteen (15) calendar days. Periodic re-certification of the medical condition may be required. Certification forms are available in Human Resources.

### **Section 9.16. Washington PFML.**

Paid Family and Medical Leave (PFML) generally allows up to 12 weeks (more in some circumstances) of paid leave per year provided the employee qualifies by having worked 820 hours or more in the qualifying period. The qualifying period is the first four of the last five completed calendar quarters starting from the day the employee intends to take leave. PFML applies to an employee's own health condition or to provide care for an eligible family member experiencing a qualifying health condition. This leave is administered through the Employment Security Department. Employees will pay for this program through mandatory payroll deductions.

Employees may not receive District paid leave concurrent with Paid Family and Medical Leave benefits. Employees are required to submit verification of approval of Paid Family and Medical Leave and coordinate dates of leave with Human Resources. The District is required to maintain health insurance benefits during periods of approved PFML when there is at least one day of overlap with FMLA. If an employee is not FMLA eligible and the employee has qualified for PFML through the Employment Security Department, the District is required to maintain health insurance during periods of approved PFML. Employees who have not yet met the SEBB hours requirement for medical benefit eligibility or who are no longer anticipated to meet eligibility requirements and are on approved leave without pay may choose to continue their health insurance benefits by self-paying for continuation coverage through Health Care Authority (COBRA).

Leave Qualifiers: This benefit cannot be taken without a qualifying event. Leave events can be either Family or Medical, for example:

- Care and bond after a baby's birth or the placement of a child younger than 18
- Care for a family member experiencing an illness or medical event
- Certain military-connected events

### **Section 9.17. Paid Time Off (PTO).**

Less than twelve (12) month employees with a regular work year of seven (7) hours per day or more and two hundred (200) or more days per year (counting paid holidays and other paid leaves) shall receive four (4) paid PTO leave days per year. Such employees with five (5) years of service, and beyond, shall receive five (5) PTO days per year. Employees with a regular work year of a minimum

1 of seven (7) hours per day and between one hundred eighty-nine (189) and one hundred ninety-nine  
2 (199) days per year in a single position (counting paid holidays and other paid leaves), will receive two  
3 (2) PTO leave days per year. Such employees with five (5) years of service, and beyond, shall receive  
4 three (3) PTO days per year. It is mutually agreed that PTO leave shall be scheduled at the request of  
5 the employee in accordance with seniority provisions when work requirements preclude employees  
6 from taking PTO leave simultaneously. PTO leave shall be arranged in advance upon written request  
7 to the employee's immediate supervisor and when both the employee and supervisor agree.  
8 Employees working less than their full calendar year will receive prorated PTO leave days, with days  
9 reduced in full-day increments. For example, an eligible employee with a two hundred plus (200+) day  
10 work calendar who misses more than five (5) unpaid leave days would lose one (1) PTO leave day.  
11 Information on the method of pro-rating for each eligible position is available through the Human  
12 Resources Department. PTO leaves shall be noncumulative and may be taken in either half or full-day  
13 blocks. PTO leave shall be used before any unpaid leave may be granted. Employees will be  
14 compensated for unused PTO leave in their August paycheck. Employees separating from district  
15 employment will be compensated for unused PTO leave in their final paycheck. Compensation for  
16 PTO leave taken by employees separating from district employment but not yet earned will be  
17 deducted from the employee's final paycheck.

18  
19 **Section 9.17.1.**

20 When applicable, PTO leave may be used to supplement worker's compensation benefits only  
21 after all sick leave has been exhausted. A written request to use such PTO leave must be  
22 submitted in writing to the Human Resource Department before the sick leave balance has been  
23 depleted. Following the exhaustion of sick leave, PTO leave will be deducted in full-day  
24 blocks and will be used consecutively.

25  
26 **Section 9.18. Domestic Violence Leave.**

27 The District will provide leave in accordance with RCW 49.76 passed in 2008 which allows victims of  
28 domestic violence, sexual assault, or stalking to take reasonable leave from work to take care of legal  
29 needs and obtain health care. Such leave will be without pay, or with pay if paid leave is available, at  
30 the employee's discretion. Employees may also take reasonable leave to help a family member obtain  
31 needed treatment or services. For this section, family members include a child, spouse, parent, parent-  
32 in-law, grandparent, or person whom the employee is dating. Documentation may be required by the  
33 District pursuant to RCW 49.76.040.

34  
35  
36  
37 **ARTICLE X**

38  
39 **PROBATIONARY, SENIORITY, AND LAYOFF PROCEDURES**

40  
41 **Section 10.1.**

42 The seniority of an employee in the bargaining unit shall be established as of the date on which the  
43 employee began continuous daily employment (hereinafter "hire date") as approved by the board of  
44 directors unless such seniority shall be lost as hereinafter provided. Ties shall be broken in the  
45 following manner: employees shall be placed on the seniority list by application date, then  
46 alphabetical order of their last name.

1 **Section 10.2.**

2 Each new hire shall remain in a probationary status for a period of eighty (80) working days following  
3 the hire date as defined in Section 10.1. At the end of forty (40) working days, the supervisor will  
4 conference with the employee about his/her job performance. A written evaluation will be completed  
5 prior to the end of the eighty (80) working days probationary period. During the probationary period,  
6 any employee may be discharged at the sole discretion of the District.

7  
8 This Section 10.2. shall not be subject to the grievance procedure.

9  
10 **Section 10.2.1.**

11 During the probationary period, employees are not eligible to apply for another position until  
12 they have successfully completed their probationary period.

13  
14 Current employees who apply and are awarded a new position must remain in the position for  
15 forty-five (45) working days and are not eligible to apply for another position until the forty-  
16 five (45) days are completed.

17  
18 **Section 10.3.**

19 A new hire employee will have full seniority rights effective with the hire date and will be subject to  
20 applicable rights and duties contained in this agreement.

21  
22 **Section 10.4.**

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

- 24  
25 A. Resignation.  
26 B. Discharge for any reason contained in this agreement.  
27 C. Retirement.  
28 D. Temporary status ends (except as provided in Section 1.4.6).  
29 E. Transfer out of the bargaining unit.

30  
31 **Section 10.5.**

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

- 33  
34 A. Time lost by reason of industrial accident, industrial illness, or jury duty;  
35 B. Time on leave of absence granted for the purpose of serving in the armed forces of the  
36 United States;  
37 C. Authorized personal leaves; or  
38 D. Medical leaves not exceeding one (1) year, or in the case of extended illness or injury, an  
39 additional year if leave is granted.

40  
41 **Section 10.6.**

42 Seniority rights shall be effective within the bargaining unit established in Article I of this agreement  
43 except as may hereinafter be provided.

1 **Section 10.6.1. Reductions in Workforce.**

2 Reductions in the workforce may be decided by the District due to program changes, funding  
3 changes, district need changes, and/or lack of work. Reductions in the workforce may consist  
4 of the elimination of permanent positions or reduction of permanent work hours.  
5

6 **Section 10.6.1.1. Elimination of a Permanent Position.**

7 In the event an employee’s permanent position is eliminated, the employee may opt to  
8 be voluntarily placed in layoff status pursuant to Section 10.6.2., or may opt to use their  
9 classification seniority to bump into a position held by the most junior employee in their  
10 classification pay level with the same number of work hours. Should there be no junior  
11 employee with the same number of work hours, the senior employee may bump the  
12 most junior employee in a substantially equal position (within one (1) hour) within their  
13 classification pay level. Should there be no substantially equal position within their  
14 classification pay level, the senior employee may bump the most junior employee in a  
15 position as closely matching in hours as possible within their classification at a lower  
16 pay level in order for the senior employee to retain work hours. The employee who has  
17 been bumped may then opt to use their seniority in the same manner. In the event, that  
18 there are no remaining positions to bump into within their classification, and the  
19 employee doesn’t meet Section 10.6.1.3, the employee shall be in layoff status and  
20 placed on a reemployment list pursuant to Section 10.6.2.2.  
21

22 The bumping procedure may not be used to increase work hours or move into a higher  
23 pay scale.  
24

25 **Section 10.6.1.2. Reduction of Permanent Work Hours.**

26 In the event an employee’s permanent work hours are reduced by more than one (1)  
27 hour a day per week, the employee may opt to remain in the position and forfeit any  
28 bumping or layoff rights associated with the reduction, or the employee may opt to use  
29 their classification seniority to bump into a position held by the most junior employee in  
30 their classification pay level with the same number of work hours. Should there be no  
31 junior employee with the same number of work hours, the senior employee may bump  
32 the most junior employee in a substantially equal position (within one (1) hour) within  
33 their classification pay level. Should there be no substantially equal position within their  
34 classification pay level, the senior employee may bump the most junior employee in a  
35 position as closely matching in hours as possible within their classification at a lower  
36 pay level in order for the senior employee to retain work hours. The employee who has  
37 been bumped may then opt to use their seniority in the same manner. In the event, that  
38 there are no remaining positions to bump into within their classification, and the  
39 employee doesn’t meet Section 10.6.1.3, the employee shall be in layoff status and  
40 placed on a reemployment list pursuant to Section 10.6.2.2.  
41

42 The bumping procedure may not be used to increase work hours or move into a higher  
43 pay scale.  
44

45 **Section 10.6.1.2.1.**

46 Reductions of less than one (1) hour are not subject to the provisions of Section  
47 10.6.1.2.

1 **Section 10.6.1.3.**

2 In the event an employee's position is eliminated (layoff) and that employee has  
3 previous experience in another classification within the bargaining unit, then that  
4 employee, if qualified, shall be able to apply bargaining unit seniority to the previous  
5 job classification.  
6

7 **Section 10.6.1.4.**

8 When an employee opts to initiate the bumping process or is the junior employee in the  
9 bumping process, senior employees will be offered comparable open positions from  
10 their classification first before bumping junior employees within their classification.  
11 Human Resources will contact the employee via telephone to offer positions and the  
12 employee will have 24 hours or until 3:30 p.m. the next day to accept or decline an offer  
13 of employment.  
14

15 **Section 10.6.1.5. Acclimation Period.**

16 An employee who bumps into a position that is not of the same title or same duties as  
17 their previous position will be given up to twenty (20) position working days to  
18 acclimate into their new position. During the acclimation period, the District will  
19 provide appropriate training, if needed. Within the first ten (10) working days the  
20 supervisor will conference with the employee about their job performance. During the  
21 acclimation period, if the position proves unsatisfactory to either the employee or  
22 supervisor, the employee will be placed in layoff status and added to a reemployment  
23 list pursuant to Section 10.6.2.2.  
24

25 **Section 10.6.1.6.**

26 Bargaining unit employees in vacation eligible positions who are reassigned to non-  
27 vacation eligible positions, upon verification that vacation commitments were made  
28 prior to notification of the change in work days/hours, will be allowed to carry over  
29 enough accrued vacation to cover their preplanned vacation.  
30

31 **Section 10.6.1.7.**

32 The district will pay the normal and customary fees for the cost of a CPR/First Aid card  
33 for all affected bargaining unit employees who are reassigned to positions requiring a  
34 CPR/First Aid card.  
35

36 **Section 10.6.2. Layoffs.**

37 **Section 10.6.2.1.**

38 For purposes of layoffs, seniority rights shall be effective within the general job  
39 classifications: secretarial, clerical, and professional/technical.  
40

41 **Section 10.6.2.2.**

42 In the event of a layoff, employees so affected are to be placed on a re-employment list  
43 maintained by the District according to seniority within the classifications affected by  
44 the such layoff. In the event that the District re-establishes the layoff positions or  
45 makes additional classified positions available, such employees are to have priority, by  
46 seniority if qualified, in filling any opening within the classification(s) held prior to  
47

1           layoff. The determination as to whether the employee is qualified for any opening  
2           within the classification(s) rests solely with the District. Names shall remain on the re-  
3           employment list for one (1) year, except under special circumstances as mutually  
4           agreed, the period shall be two (2) years.

5  
6           **Section 10.6.2.3.**

7           Individuals whose names are on the re-employment list, and who reject an offer with  
8           the District which is substantially equal in hours (within one (1) hour of the previous  
9           position) shall be removed from the re-employment list. Individuals whose names are  
10          on the re-employment list, who elect to accept a position with the District which is  
11          substantially less than the position previously held, if requested in writing within ten  
12          (10) business days, shall remain an active name on the re-employment list.

13  
14          **Section 10.6.2.4.**

15          An employee on layoff status shall file their address in writing with the Human  
16          Resource Department of the District and shall thereafter promptly advise the District in  
17          writing of any change of address.

18  
19          **Section 10.6.2.5.**

20          An employee shall forfeit rights to re-employment as provided in Section 10.6.2.3, or if  
21          he/she does not respond to the offer of re-employment within five (5) working days.

22  
23          **Section 10.6.2.6.**

24          Bargaining unit employees, in order to maintain income, who accept district positions  
25          that are outside of the office-clerical bargaining unit shall remain on the office-clerical  
26          bargaining unit re-employment list subject to the terms of Section 10.6.2.2.

27  
28          **Section 10.6.3. Shift, PTO Leave, and Vacation Selection.**

29          The employee with the earliest hire date shall have preferential rights regarding shift selection,  
30          PTO leave, and vacation periods.

31  
32          **Section 10.6.4. Promotions and Transfers.**

33  
34          **Section 10.6.4.1.**

35          The District shall publicize within the bargaining unit the availability of new or open  
36          positions and their location as soon as practicable after the District has been apprised of  
37          the opening. New or open positions shall not be filled by the District until interested  
38          applicants have had at least five (5) workdays to apply. The District shall provide the  
39          Association president copies of the new or open position(s) via the central office pony  
40          box.

41  
42                  **Section 10.6.4.1.1.**

43                  Permanent positions increased by more than an hour per day, or in the case of  
44                  incremental pieces of time added throughout the school year totaling more than  
45                  an hour a day, shall be considered new positions and will be posted in  
46                  accordance with Section 10.6.4.1. Increases of one hour or less are not required  
47                  to be posted.

1  
2 **Section 10.6.4.2.**

3 The employee with the earliest hire date shall have preferential rights by classification  
4 first, and then by bargaining unit seniority, regarding promotions and/or transfers to  
5 new or open positions within the bargaining unit unless another applicant has greater  
6 ability or performance than a senior applicant.  
7

8 **Section 10.6.4.3.**

9 A member of this bargaining unit shall have preferential rights regarding promotion  
10 and/or transfers to new or open positions within the other PSE bargaining unit unless  
11 another applicant has greater ability or performance than a senior applicant.  
12

13 **Section 10.6.4.4.**

14 If the District determines that preferential requirements are not governed because  
15 another candidate possesses ability and performance greater than a senior employee or  
16 employees, the District will provide written notification to the senior employee and the  
17 PSE Chapter President within one week of the seniority bypass. The employee not  
18 selected for promotions or transfers may meet with the Manager of Classified Human  
19 Resources to discuss the reasons for the decision. If possible, the supervisor/manager in  
20 charge of the selection decision would be present.  
21

22 Any grievance filed over this section, in a seniority bypass situation, would begin at the  
23 third level and, pursuant to Section 15.2.3, a written statement of grievance shall be  
24 submitted within fifteen (15) working days of the meeting to the superintendent or the  
25 superintendent's designee.  
26

27 **Section 10.6.4.5.**

28 The District shall, when job posting periods are up, provide the Association upon  
29 request with access to name, hire date, and classification information on the successful  
30 bidder and on all employees, who bid for the available position. The method of  
31 notification (email, pony, etc.) shall be agreed upon mutually between the parties.  
32

33 **Section 10.6.4.6.**

34 Costs of arbitration for any seniority bypass grievance filed under Section 10.6.4.  
35 through 10.6.4.6., with the exception of respective attorney fees and related costs, shall  
36 be borne by the loser of such arbitration. All arbitrator's fees shall be paid by the  
37 Association unless the arbitrator determines that the grievant shall be placed in the  
38 position at issue or orders the grievant placement in a comparable position or in the  
39 position sought when vacated.  
40

41  
42 **ARTICLE XI**

43  
44 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**  
45  
46

1 **Section 11.1.**

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

6  
7 **Section 11.1.1.**

8 Disciplinary actions by the District will follow a policy of progressive discipline unless the  
9 severity or nature of the employee’s behavior warrants more serious and immediate actions.  
10 The progressive steps will be as follows:

- 11 1. Oral warning
- 12 2. Written reprimand
- 13 3. Suspension
- 14 4. Discharge

15  
16 **Section 11.2. Notification to Non-Annual Employees.**

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

19  
20 **Section 11.2.1.**

21 Should the District decide to discharge any non-annual employee for justifiable cause at the  
22 expiration of any given school year, such employee shall be so notified in writing prior to the  
23 expiration of the school year.

24  
25 **Section 11.2.2.**

26 Nothing contained in this section shall in any regard limit the operation of other sections of this  
27 article.

28  
29  
30  
31 **ARTICLE XII**

32  
33 **INSURANCE AND RETIREMENT**

34 **Section 12.1.**

35 The District agrees to provide insurance benefits to employees through the School Employees Benefits  
36 Board (SEBB). The District agrees to follow employee eligibility rules and provide funding for all  
37 bargaining unit members and their dependents as required by State law, the State Operating Budget,  
38 and SEBB. Inclusive of employer funding will be the payment of the retiree carve-out for all eligible  
39 employees. The District offered SEBB benefits including Medical Plans, Dental Plans, Vision Plans,  
40 Basic Long-term Disability, Basic Life, and Accidental Death and Dismemberment Insurance  
41 (AD&D).

42  
43 Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and  
44 Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the  
45 option of enrolling in a Health Savings Account (HSA) and Limited Purpose Flexible Spending  
46 Arrangement (LPFSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their  
47 medical insurance. In addition, employees will be able to utilize payroll deduction for any



1 supplemental insurance they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term  
2 Disability, etc.).

3  
4 **Section 12.2.**

5 The District shall provide for participation in the Washington State Public Employees' Retirement  
6 System as required by state law and regulations and in accordance with federal law. The District shall  
7 report all hours worked, whether straight time, overtime, or otherwise.

8  
9 **Section 12.3.**

10 Medical examinations required as a condition of employment shall be paid by the District; provided,  
11 however, that the District may designate a specific physician or clinic. If a different physician is  
12 selected by an employee, that employee must pay the difference in cost, if it is more than that paid by  
13 the District to the District designated physician or clinic. Upon proper documentation from the  
14 employee, the District will reimburse the actual amount paid by the employee who selects a different  
15 physician up to the dollar amount that the District would have paid to the District's designated  
16 physician or clinic. The District does have the right to require a second opinion from the District's  
17 designated physician or clinic with the cost being paid by the District.

18  
19 **Section 12.4.**

20 The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work the  
21 minimum number of hours as defined by SEBB.  
22  
23  
24

25 **ARTICLE XIII**

26 **STAFF DEVELOPMENT**

27  
28  
29 **Section 13.1.**

30 In order to achieve individual competence and quality work performance, the District recognizes its  
31 obligation to the professional development of the employee and agrees that each employee subject to  
32 this agreement shall be given adequate opportunities to develop his/her professional job skills and  
33 knowledge. A representative from the bargaining unit shall serve as a member of the District's staff  
34 development committee. The designated administrator must give advance approval before the  
35 employee is to be reimbursed for course costs or hourly wages for a time in the program.

36  
37 **Section 13.1.1.**

38 In addition to funds budgeted for staff development at the building/department level, funds  
39 shall be made available to Evergreen Office-Clerical bargaining unit members for staff  
40 development in the amount of \$7,000.00 for each year of the agreement. Distribution of these  
41 funds shall be by the staff development office, with consultation with the Human Resource  
42 Department and consideration of bargaining unit member requests. The Association will  
43 generate a list of staff development needs and opportunities for submission to the District  
44 administrator for staff development.

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**Section 13.2.**

The District shall provide orientation for all new employees of the District. Classified staff development and in-service training will be an ongoing process. Employees shall have an opportunity to provide input to their immediate supervisor for classified staff development activities. PSE Office-Clerical shall have the opportunity to provide input in planning for in-service. Regular wages shall be paid for time spent in mandatory in-service training sessions or workshops, and for approved training sessions attended during an employee’s regular work hours.

Attendance at new hire orientation will be mandatory and paid for all new hires, subject to Section 4.3. Employees will be required to complete the full orientation before starting their new position.

**Section 13.3.**

Any position requiring a current CPR and First Aid card shall be so noted on the individual job description. The District will provide an opportunity, at least once per year, for those members to take the training necessary to retain a valid CPR and First Aid card, on paid work time, and will pay the normal and customary fees for the cost of the card. In addition, there will be no charge to the employee for this training provided by the District.

In order to align certification expiration dates, the District will offer recertification training to employees prior to their CPR/First Aid card expiring.

Recertification training classes will be set by the District and employees are required to attend on the date scheduled.

Employees unable to attend the District’s required CPR/First Aid recertification training will be responsible to attend training on their own time and will incur the cost of the training.

**ARTICLE XIV**

**ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 14.1.**

Each employee subject to this agreement shall maintain his/her membership in the Association during the term of this agreement unless membership is revoked through contact with the Association.

**Section 14.2.**

An employee’s written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee’s salary must be made by the employee to Public School Employees of Washington (PSE). If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to Public School Employees of Washington (PSE).

1 Upon receiving notice of the employee’s authorization from Public School Employees of Washington  
2 (PSE) the employer shall deduct from the employee’s salary membership dues and remit the amounts  
3 to Public School Employees of Washington (PSE), with the next payroll cycle.  
4

5 The employer shall rely on information provided by the exclusive bargaining representative regarding  
6 the authorization and revocation of deductions.  
7

8 The PSE Membership Department will be the custodian of the records related to dues authorization  
9 and agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and  
10 safekeeping of those records.  
11

12 **Section 14.3. COPE (Political Action Committee).**

13 The District shall, upon receipt of written authorization that conforms to legal requirements, deduct  
14 from the pay of such bargaining unit employee the amount of contribution the employee voluntarily  
15 chooses for deduction for political purposes and shall transmit the same to the Association. The  
16 employee may revoke the request at any time. At least annually, the employee shall be notified by  
17 PSE/SEIU 1948 about the right to revoke the request.  
18

19 **Section 14.4.**

20 The District shall transmit all union dues and/or voluntary political contributions deducted to the  
21 treasurer of the Public-School Employees of Washington/SEIU Local 1948 on a monthly basis via the  
22 Automated Clearing House (ACH). Dues deducted shall be on all gross wages monthly for all  
23 employment performed under the terms of the Collective Bargaining Agreement (not to exceed  
24 maximum of monthly dues). The format must include; status changes (resignations, LOA, name  
25 changes, etc.) on the remit form or provide a list with the dues file. The District shall deduct local dues  
26 as established by the local PSE chapter.  
27

28 **Section 14.5.**

29 For payroll purposes only, for employees who work in both PSE bargaining units, dues will be sent to  
30 whichever unit the employee works the majority of hours. In the event an employee works an equal  
31 amount of hours in both bargaining units, membership dues will be sent to the bargaining until selected  
32 by the employee. However, membership in the unit is determined by the recognition clause (Article I);  
33 not on which unit dues money is paid to.  
34

35 **Section 14.6.**

36 The Association will indemnify, defend, and hold the District harmless against any claims made, and  
37 any suit instituted against the District on account of any check-off of Association dues or voluntary  
38 political contributions.  
39  
40  
41

42 **ARTICLE XV**

43 **GRIEVANCE PROCEDURE**  
44  
45

1 **Section 15.1.**

2 Grievances or complaints arising between the District and its employees within the bargaining unit  
3 defined in Article I herein, with respect to matters dealing with the interpretation or application of the  
4 terms and conditions of this agreement, shall be resolved in strict compliance with this article.  
5

6 **Section 15.2. Grievance Steps.**

7  
8 **Section 15.2.1.**

9 The employee shall first discuss the grievance with his/her immediate supervisor. The  
10 Association shall be provided with a list of immediate supervisors who will serve as level one  
11 District representation. If the employee wishes, he/she may be accompanied by an Association  
12 representative at the such discussion. All grievances not brought to the immediate supervisor  
13 in accordance with the preceding sentence within thirty (30) calendar days of the occurrence of  
14 the grievance shall be invalid and subject to no further processing.  
15

16 **Section 15.2.2.**

17 If the grievance is not resolved to the employee's satisfaction in accordance with Step 1, the  
18 employee shall reduce to writing an informal statement of the grievance containing the  
19 following:  
20

- 21 A. The facts on which the grievance is based;
  - 22 B. A reference to the provisions in this agreement that have been allegedly violated; and
  - 23 C. The remedy sought.
- 24

25 Step 2 must take place within ten (10) working days after the informal discussion in Step 1, or  
26 the grievance will be considered invalid and subject to no further processing. District level  
27 management will have five (5) working days from submission of this statement to resolve it by  
28 indicating on the statement the disposition. If an agreeable disposition is made, all parties to  
29 the grievance shall sign.  
30

31 **Section 15.2.3.**

32 If no settlement has been reached within the five (5) days referred to in the preceding  
33 subsection, and the Association believes the grievance to be valid, PSE's formal written  
34 statement of grievance shall be submitted within fifteen (15) working days to the District  
35 superintendent or the superintendent's designee. After such submission, the parties will have  
36 ten (10) working days from submission of the written statement of grievance to resolve it by  
37 indicating on the statement of grievance the disposition. If an agreeable disposition is made, all  
38 parties to the grievance shall sign it.  
39

40 **Section 15.2.4.**

41 If no settlement has been reached within the ten (10) days referred to in the preceding  
42 subsection, and the Association believes the grievance to be valid, the employee may demand  
43 arbitration of the grievance. The grievance may be submitted by the Association to final and  
44 binding arbitration within fifteen (15) working days from receipt of the District's response or  
45 within fifteen (15) working days from the end of the ten (10) day waiting period referred to in  
46 the previous subsection. Such arbitration shall be conducted by an arbitrator under the rules  
47 and administration of the American Arbitration Association. The parties to this agreement shall

1 then be bound by the rules and procedures of the American Arbitration Association. During the  
2 arbitration under this step, neither the District nor the grievant will be permitted to assert any  
3 grounds not previously disclosed to the other party.  
4

5 Both parties shall bear equally the cost of arbitration, except that each party shall be responsible  
6 for their respective legal fees.  
7

8 The arbitrator shall not have the power to alter, modify, amend, add to, or subtract any of the  
9 terms of this agreement or substitute his judgment for that of the parties.  
10

11 **Section 15.3.**

12 The grievance or arbitrations shall take place whenever possible on school time. The employer shall  
13 not discriminate against any individual employee or the Association for taking action under this article.  
14

15  
16 **ARTICLE XVI**  
17

18 **TRANSFER OF PREVIOUS EXPERIENCE**  
19

20  
21 **Section 16.1.**

22 When an employee leaves one K-12 school district within the state and within six (6) calendar months  
23 (not including July and August) commences regular employment with another K-12 school district  
24 within the state, the employee shall retain the same longevity, leave benefits and other benefits that the  
25 employee had in his or her previous position; PROVIDED, that the position is similar in occupational  
26 status to any position within this bargaining unit; and PROVIDED FURTHER THAT in the event that  
27 the transferring employee should have but did not receive longevity credit when he/she commenced  
28 employment at the previous school district, the Evergreen School District will recognize that past  
29 longevity so long as 1) the employee commenced work from one school district to the other within six  
30 (6) calendar months, and) the position was similar in occupational status to any position within this  
31 bargaining unit. Employees who transfer between districts shall not retain any seniority rights other  
32 than longevity when leaving one K-12 school district and beginning employment with another. If the  
33 Evergreen School District has a different system for computing leave benefits, and other benefits, then  
34 the employee shall be granted the same longevity, leave benefits, and other benefits as a person in the  
35 Evergreen School District who has similar occupational status and total years of service. Written  
36 documentation from the transferring district(s), which shall include the position title(s) and a specific  
37 length of service, must be submitted to the Human Resource Department at the time of employment.  
38

39 **Section 16.2.**

40 The Human Resource Department shall maintain discretion for placement of new hires not covered  
41 under Section 16.1 and employees transferring from another bargaining unit to the office clerical unit  
42 on Schedule A for similar previous work experience.  
43

44 **Section 16.3.**

45 When a regular permanent employee leaves the district resulting in the loss of longevity and returns  
46 within six (6) calendar months, the provisions of Section 16.1 will apply.  
47

1  
2  
3 **ARTICLE XVII**

4  
5 **SALARIES AND EMPLOYEE COMPENSATION**

6  
7 **Section 17.1.**

8 Salaries for employee's subject to this agreement, during the term of the agreement, are contained in  
9 Schedule A attached hereto and by this reference incorporated herein.

10  
11 **Section 17.2.**

12 Salaries contained in Schedule A shall be for the entire term of this agreement, subject to the terms and  
13 conditions of Section 20.3. Should the date of execution of this agreement be subsequent to the  
14 effective date, salaries, including overtime, shall be retroactive to the effective date.

15  
16 **Section 17.3.**

17 Retroactive pay, where applicable, shall be paid on the first regular payday following the execution of  
18 this agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 20.3,  
19 on the first regular payday following the agreement on such schedule.

20  
21 **Section 17.4.**

22 If money is provided by the state for increments, the Association will be contacted as to how the  
23 money is to be applied. If increments are to be paid, the employee is eligible only if he/she worked at  
24 least six (6) months prior to the effective date of the increment.

25  
26 **Section 17.5.**

27 Errors in salary amounts that result in underpayment must be corrected in the current payroll period if  
28 notification is received in the payroll office by the tenth (10th) of the month. Subsequent checks shall  
29 then bear the correct monthly salary. In the event of overpayment, the employee shall be notified prior  
30 to the deduction and shall have the right to obtain an adjustment in order to avoid hardship.

31  
32 **Section 17.5.1.**

33 An employee receiving an overpayment or underpayment has an obligation to notify the  
34 Human Resources Department. Upon notification, payment errors will be corrected in the  
35 current payroll period when possible, or the in next payroll period.

- 36  
37 1. Employees who are underpaid by the District shall be retroactively paid back to the start of  
38 underpayment.
- 39  
40 2. Employees who receive an overpayment by the District will have the following options for  
41 repayment and will be reviewed and approved on a case-by-case basis. Additional  
42 overpayment options may be utilized if approved when unique circumstances exist:
- 43  
44 a. Lump sum repayment.  
45 b. Equal payments to be completed by the end of the school year.  
46 c. Equal payments spread over one year.  
47 d. If an employee terminates, the remainder of any overpayment shall be due in full

- 1 and taken out of the final payroll earnings statement.  
2 e. Repayment will begin in the warrant following individual notification that such  
3 repayment is necessary.  
4

5 In the event the District identified an overpayment or underpayment prior to payday, the  
6 District will notify the employee of the error. If the error is an underpayment, the District will  
7 provide a separate payment to the employee on payday to correct the underpayment. If the  
8 error is an overpayment, the employee will be required to provide a lump sum payment for the  
9 overpayment on payday or upon agreed terms with Human Resource Department.  
10

11 **Section 17.6.**

12 When employees transfer from one position to another, within the same bargaining unit, they shall  
13 retain District seniority rights. Where possible they shall be placed on the salary step at the pay rate  
14 closest to, but not lower than, their current rate. If their current rate includes longevity steps, they shall  
15 be placed on the salary step at the pay rate closest to, but not lower than, the top step of their current  
16 pay level (not including longevity). The respective longevity percentage(s) will then be applied to the  
17 new pay step. Employees transferring to lower-level positions shall be placed at the pay rate closest to,  
18 but not higher than, their current step (not including longevity unless it applies). Upon the employee's  
19 request at the time of transfer, the Human Resource Department shall have discretion for placement by  
20 considering similar previous work experience up to a maximum of the second-year step.  
21

22 **Section 17.7.**

23 Employees subject to this agreement who are required in the course of their employment to use their  
24 personal vehicles shall be reimbursed by the District for mileage at the maximum IRS allowable rate  
25 (with no retroactivity).  
26

27 **Section 17.8.**

28 Employees will receive their work year salary divided into equal monthly paychecks; provided, that:

- 29  
30 a. the position works a minimum of four (4) days per week;  
31 b. the position is not variable hours (i.e. up to ten hours per week);  
32 c. the position has a set work calendar;  
33 d. the employee is not on unpaid leave; and  
34 e. the employee began working in the position prior to April 1.  
35  
36  
37

38 **ARTICLE XVIII**

39 **STAFF PROTECTION**

40  
41  
42 **Section 18.1.**

43 Individual losses or damage to personal items or equipment shall be reimbursed to the limit of the  
44 insurance deductible, up to five hundred dollars (\$500.00), based on actual value at the time loss as  
45 determined by an insurance adjuster and subject to the following conditions:  
46

- A. There must be proof submitted that the employee has insurance. An employee must exhaust his/her own insurance recovery possibilities before being eligible for reimbursement under this provision. A copy of the employee's homeowner's/auto insurance is required.
- B. There must be filed with the District Human Resource Department, within twenty (20) days after the damage or loss, a Proof of Loss and Claim for Reimbursement form.
- C. There shall be no reimbursement for loss of cash.
- D. Upon approval by the District of a certified claim, individual losses shall be reimbursed to the limit of the insurance deductible, up to five hundred dollars (\$500.00) based on actual the time of the loss, as determined by an insurance adjuster.
- E. Reimbursement will not be made due to an individual's negligence.
- F. Only acts of vandalism to automobiles will be reimbursed subject to the provisions above.

**Section 18.1.1.**

Individual losses for damage to an employee's personal property that are caused by other District employees acting within the scope of their employment shall be referred to the District's liability insurance carrier for adjustment and payment of a claim if justified.

**Section 18.1.2.**

The District agrees to take appropriate steps as required by the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act, to correct safety and health hazards and deficiencies relating to school property, activities, and procedures. The Association and its members agree that they will support and assist the District and the insurance company in their efforts to be informed of and to correct safety and health hazards and deficiencies. Such employees will receive a response in a timely fashion. (Reference Section 3.1.1.)

**ARTICLE XIX**

**SUMMER WORK**

The following provisions are the exclusive contract provisions applicable to summer work for persons working less than twelve (12) months.

**Section 19.1.**

The District shall publicize job openings prior to the last day of school if known. The District shall not fill summer positions with outside employees until bargaining unit employees have had at least five (5) working days to submit applications. Furthermore, interested applicants shall have at least five (5) working days to submit applications for jobs that occur after school is out.

**Section 19.1.1.**



1 Employees who accept summer positions cannot utilize accrued leave when summer position  
2 work schedules overlap with regular assignment work schedules. Start and/or ends dates for  
3 summer positions, must be outside regular assignment work schedules.  
4

5 **Section 19.2.**

6 Current bargaining unit members will receive first consideration for posted summer positions in their  
7 same titled positions.  
8

9 **Section 19.3.**

10 Less than twelve (12) month of permanent employees who also work during the summer months will  
11 continue to accrue sick leave for the hours they work. The permanent employee who is hired for a  
12 posted summer position may use accumulated sick leave in those situations where he/she is out due to  
13 personal illness. In those situations, the employee may use sick leave for up to the number of hours  
14 he/she would normally work per day in the summer position. There will be no use of personal days by  
15 any individual filling a summer position.  
16

17 **Section 19.4.**

18 Positions posted for summer work, during specific days of summer break, are eligible for July 4  
19 holiday pay as long as there is compensated time (summer posted hours) on both sides of the holiday.  
20 If there is a requirement substantiated in writing by the principal that the employee is required to work  
21 extended days such that there is work time on both sides of the holiday, the employee shall receive  
22 holiday pay for July 4.  
23  
24  
25

26 **ARTICLE XX**

27 **TERM AND SEPARABILITY OF PROVISIONS**

28  
29  
30 **Section 20.1.**

31 The term of this agreement shall be for three (3) years, from September 1, 2024 to August 31, 2027.  
32

33 **Section 20.2.**

34 All provisions of this agreement shall be applicable to the entire term of this agreement  
35 notwithstanding its execution date, except as provided in the following section.  
36

37 **Section 20.3.**

38 This agreement may be reopened and modified at any time during its term upon mutual consent of the  
39 parties in writing; provided, however, that all state increases for classified salaries and benefits shall be  
40 passed through for each year of this agreement. Incremental steps on Schedule A shall be funded by  
41 the District. This agreement shall be reopened as necessary to consider the impact of any legislation  
42 enacted following the execution of this agreement which may arguably affect the terms and conditions  
43 herein or create an authority to alter personnel practices in public employment.  
44

45 **Section 20.3.1.**

46 Effective September 1, 2024, all wages in all classifications shall be increased by 6% (inclusive  
47 of IPD), plus the longevity step improvements shown on Schedule A.

1  
2 Effective September 1, 2025, all wages in all classifications shall receive an increase of IPD  
3 plus 2%, plus the longevity step improvements shown on Schedule A.  
4

5 Effective September 1, 2026, all wages in all classifications shall receive an increase of IPD  
6 plus 2%, plus the longevity step improvements shown on Schedule A.  
7

8 **Section 20.4.**

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

12 **Section 20.5.**

13 Neither party shall be compelled to comply with any provisions of this agreement that conflicts with  
14 state or federal statutes or regulations promulgated pursuant thereto. In the event any of the terms of  
15 this agreement are affected by subsequent federal or state laws or government decrees, such terms of  
16 the agreement shall be modified so as to conform to the requirement of such law. All other provisions  
17 of this agreement shall continue in full force and effect.  
18

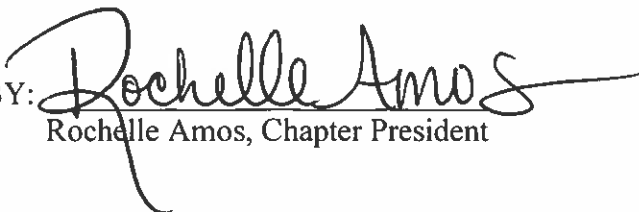
19 **Section 20.6.**

20 In the event either of the foregoing sections is determined to apply to any provision of this agreement,  
21 such provisions shall be renegotiated pursuant to Section 20.3.  
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31 **SIGNATURES**

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34 PUBLIC SCHOOL EMPLOYEES OF  
35 WASHINGTON/SEIU LOCAL 1948  
36 EVERGREEN OFFICE-CLERICAL

EVERGREEN SCHOOL DISTRICT NO, 114

37  
38  
39 BY:   
40 Rochelle Amos, Chapter President  
41  
42  
43

BY:   
44 Rob Perkins, School Board President  
45

DATE: 8-30-24

DATE: 6-11-2024

BY: John Boyd  
John Boyd, Superintendent

DATE: 6/11/2024

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**Schedule A**  
**Evergreen School District No. 114**  
**September 1, 2024 – August 31, 2025**

SECRETARIAL				Longevity After 5 Years Service Add 1.5%	Longevity After 10 Years Service Add 2.0%	Longevity After 15 Years Service Add 2.0%	Longevity After 20 Years Service Add 2.0%	Longevity After 25 Years Service Add 2.0%
	Step 1	Step 2	Step 3					
<b>Class I</b>	\$25.20	\$26.44	\$27.70	\$28.12	\$28.68	\$29.25	\$29.84	\$30.44
<b>Class II</b>	\$29.13	\$30.50	\$31.81	\$32.29	\$32.94	\$33.60	\$34.27	\$34.96
<b>Class III</b>	\$30.28	\$31.80	\$33.20	\$33.70	\$34.37	\$35.06	\$35.76	\$36.48

Class I: Elementary Office Assistant

Class II: Building Level Secretaries; Career Center Secretary; Cascadia Secretaries; College Career and Technical Education Secretaries (High Schools); College Career and Technical Education Secretary (ASC); Community Education Secretary; Community Relations Secretary; Elementary Secretary; Foundation Budget Secretary (CTA); English Language Learners (ELL) Program and Budget Secretary; Home Choice Academy Secretary; Instructional Services/Curriculum Secretaries; Secondary Athletics / Activities Secretary; Secondary Payroll / Budget Secretary; Secondary Registrar Secretary; Secretary, Information Technology Department; Secretary to Central Receiving; Secretary to College Career and Technical Education Advisory; Secretary to Directors of School Services and Athletics and Activities; Secretary to Manager of Health Services; Secretary to Director of Maintenance; Secretary to Supervisor of School Improvement; Secretary to Transportation Director; Special Services Secretary- Budget; Special Services Secretary

Class III: Executive Secretaries; Human Resources Secretary; Secretary Trainer; Secretary to Cascadia Technical Academy Director; Secretary to College Career and Technical Education Director; Secretary to Senior Director of Special Services; Secretary to Executive Director of Facilities

CLERICAL				Longevity After 5 Years Service Add 1.5%	Longevity After 10 Years Service Add 2.0%	Longevity After 15 Years Service Add 2.0%	Longevity After 20 Years Service Add 2.0%	Longevity After 25 Years Service Add 2.0%
	Step 1	Step 2	Step 3					
<b>Class I</b>	\$25.22	\$26.61	\$27.89	\$28.31	\$28.88	\$29.46	\$30.05	\$30.65
<b>Class II</b>	\$26.66	\$27.76	\$28.96	\$29.39	\$29.98	\$30.58	\$31.19	\$31.81
<b>Class III</b>	\$28.11	\$29.30	\$30.43	\$30.89	\$31.51	\$32.14	\$32.78	\$33.44
<b>Class IV</b>	\$30.02	\$31.25	\$32.43	\$32.92	\$33.58	\$34.25	\$34.94	\$35.64

Class I: Assessment Support Clerk; Compliance Clerk; Compliance Clerk-504/Home Hospital; Computer Data Entry Clerk; Conference Center Clerk; HCA Online Curriculum Support Clerk; HCA Online Learning Support Clerk; School Improvement Clerk; Special Services Support Clerk; Student Services Support Clerk; Students in Transition Support Clerk; Student Support/Discipline Clerk; Substitute Services Support Clerk; Records Center Support Clerk

Class II: Database Support--Skyward/WESPAC; Multilingual Department (ML) Support Clerk; English Language Learners (ELL) Professional Development Support Clerk; Personnel Clerk; School Services Support Clerk; Student Success Clerk

Class III: Payroll Support Clerk; Substitute Clerk III

Class IV: Boundary & Data Specialist; Facilities Clerk; High School Master Schedule Registrar; Substitute Services Specialist

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## Schedule A

### Evergreen School District No. 114

### September 1, 2024 – August 31, 2025

PROFESSIONAL/TECHNICAL				Longevity After 5 Years Service Add 1.5%	Longevity After 10 Years Service Add 2.0%	Longevity After 15 Years Service Add 2.0%	Longevity After 20 Years Service Add 2.0%	Longevity After 25 Years Service Add 2.0%
	Step 1	Step 2	Step 3					
<b>Class I</b>	\$31.80	\$32.98	\$34.11	\$34.62	\$35.31	\$36.02	\$36.74	\$37.47
<b>Class II</b>	\$34.05	\$35.25	\$36.47	\$37.02	\$37.76	\$38.52	\$39.29	\$40.08
<b>Class III</b>	\$35.20	\$36.56	\$37.88	\$38.45	\$39.22	\$40.00	\$40.80	\$41.62
<b>Class IV</b>	\$36.65	\$37.88	\$39.22	\$39.81	\$40.61	\$41.42	\$42.25	\$43.10
<b>Class V</b>	\$39.50	\$40.94	\$42.40	\$43.04	\$43.90	\$44.78	\$45.68	\$46.59

- Class I: Accounting Support Assistant; CCTE Fiscal Specialist; Child Nutrition Services Specialist; CTA Fiscal Specialist; Curriculum and Instruction Assistant; Facilities Assistant
- Class II: Accounting Technician II; Accounts Payable Technician; Information Technology Fiscal Coordinator; Information Technology Support Specialist; Purchasing Technician; Substitute Services Program Assistant
- Class III: Accounting Technician; Assessment Specialist; Classified Personnel Specialist; Facilities Fiscal Specialist; Federal Programs Assistant; Federal Programs Coordinator; Payroll Technician
- Class IV: Certificated Personnel Specialist; Federal Programs Grant Analyst; Purchasing Technician Specialist
- Class V: Accounting Analyst; Building Rentals Specialist; Records Retention Lead

Evergreen Public Schools #114  
Classified Personnel  
Evaluation Form

<b>Employee Name</b>	<b>Evaluation Type:</b> <i>Check appropriate box(es)</i>	
<b>Job Title(s)</b>	<b>Probationary</b>	
<b>Location:</b>	<b>Annual</b>	

P=PROFICIENT	S=SATISFACTORY	N=NEEDS IMPROVEMENT	U=Unsatisfactory
Consistently exceeds expectations in performing the responsibilities of job; displays superior abilities in carrying out the requirements of the position.	Successfully performs the responsibilities of the job; competently carries out the requirements of the position.	Not consistently or completely successful in performing the responsibilities of job; must make improvements to meet the requirements of the position.	Not successful in performing the responsibilities of job; does not meet the requirements of the position.

**1. Attendance and Punctuality**

*Demonstrated adherence to assigned work hours, established work calendar, and days of work.*

<b>P</b>	<b>S</b>	<b>N</b>	<b>U</b>

**2. Competency in Skills Required**

*Demonstrated knowledge and/or skills required to perform the job.*

--	--	--	--

**3. Initiative, Adaptability, and Follow-Through**

*Demonstrated ability to use foresight, effectively plan, and organize workload.*

--	--	--	--

**4. Communication and Professionalism**

*Established and maintained a positive relationship with others. Demonstrated ability to exchange information clearly and appropriately tailored to audience.*

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**5. Level of Productivity**

*Completed tasks accurately and in a timely manner.*

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**Comments:**

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

**My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I have a right to attach a written response to this evaluation.**

**Employee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Evergreen Public Schools #114  
Classified Personnel  
Plan of Improvement Evaluation Tool**

<b>Employee Name</b>	<b>Evaluation Type:</b> <i>Check appropriate box</i>	
<b>Job Title(s)</b>	<b>Informal Plan of Improvement (working file)</b>	
<b>Location:</b>	<b>Formal Plan of Improvement (personnel file)</b>	

<b>P=PROFICIENT</b>	<b>S=SATISFACTORY</b>	<b>N=NEEDS IMPROVEMENT</b>	<b>U=Unsatisfactory</b>
Consistently exceeds expectations in performing the responsibilities of job; displays superior abilities in carrying out the requirements of the position.	Successfully performs the responsibilities of the job; competently carries out the requirements of the position.	Not consistently or completely successful in performing the responsibilities of job; must make improvements to meet the requirements of the position.	Not successful in performing the responsibilities of job; does not meet the requirements of the position.

**1. Attendance and Punctuality**

*Demonstrated adherence to assigned work hours, established work calendar, and days of work.*

<b>P</b>	<b>S</b>	<b>N</b>	<b>U</b>

**2. Competency in Skills Required**

*Demonstrated knowledge and/or skills required to perform the job.*

--	--	--	--

**3. Initiative, Adaptability, and Follow-Through**

*Demonstrated ability to use foresight, effectively plan, and organize workload.*

--	--	--	--

**4. Communication and Professionalism**

*Established and maintained a positive relationship with others. Demonstrated ability to exchange information clearly and appropriately tailored to audience.*

--	--	--	--

**5. Level of Productivity**

*Completed tasks accurately and in a timely manner.*

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## **Guidelines for Evaluator:**

"If I were to do your evaluation as of today, this is what it would look like. This is being used as a tool to help with your plan to succeed in your job."

1. Any column marked as "needs to improve" or "unsatisfactory" will require a Plan of Improvement.
2. If marked "needs to improve," but not "unsatisfactory," the plan is considered informal and will occur between the supervisor and employee. The first meeting will be to review area(s) that are in need of improvement. At the end of this plan, the employee will be reevaluated and will either meet expectations or will be considered unsatisfactory.
3. If marked "unsatisfactory," the plan will be considered formal. Two meetings will be held to develop the formal Plan of Improvement. The first meeting is to review the areas that need improvement and go over the outline of the plan. The second meeting would be to comprise the actual plan of improvement. Union representation is recommended for the formal Plan of Improvement. At the end of this plan, the employee will be reevaluated and will either meet expectations or will be considered unsatisfactory. If the employee remains unsatisfactory, the formal process may be repeated an additional cycle to determine continued employment.
4. The employee will be allowed time to process the information shared at the first meeting. Employee will be allowed to respond and actively participate in the development of the final plan (both informal and formal). The employee may ask for additional training support as needed.

Evergreen Public Schools  
Classified Personnel  
Plan of Improvement

Employee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Location: \_\_\_\_\_

**Identification of Areas for Improvement:**

- **Specific Indicator(s).**

**A. Specific examples of why improvement is needed:**

**B. Expectations:**

**C. Recommendations:**

**Principal/Manager Comments:**

**Specific time line: (minimum 4 weeks).**

**Employee's comments:**

Principal/Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

*\*Your signature indicates that you have read and discussed the Evaluation Tool and the Plan of Improvement with your Administrator.*

1 **OFFICE/CLERICAL RECLASSIFICATION REQUESTS**

2  
3 The purpose of reclassifying a position is to determine what classification best matches the duties  
4 assigned.

5  
6 Approved reasons for submitting a job description:

- 7
- 8 1. A major function has been added or removed from your position that changes the level of
- 9 responsibility or skills required.
- 10 2. The position requires significantly higher levels of knowledge or skills than your present job
- 11 description.
- 12 3. Your position requires a higher level of responsibility in decision making or a higher level of
- 13 authority not in your present class level.
- 14 4. Your position requires you to provide guidance, training, and/or give direction to staff, students
- 15 and others, with a level of autonomy or responsibility greater than others in your present
- 16 classification.

17  
18 Do not submit a reclassification for the following reasons:

- 19 1. You are assigned duties that are similar to or equal to the present classification.
- 20 2. You have no other opportunity for promotion or advancement.
- 21 3. You possess higher education or experience than other employees in your classification.
- 22 4. The volume of the same work has increased.
- 23 5. Your performance is superior to your co-workers.
- 24 6. You have to learn new technologies or update your skills so you can perform the same duties.
- 25 Otherwise, using new methods for the same results.

26  
27

**OFFICE/CLERICAL RECLASSIFICATION  
EMPLOYEE CHECK LIST**

- 28
- 29
- 30 \_\_\_\_\_ Complete and attach Office/Clerical Request for Reclassification form.
- 31
- 32 \_\_\_\_\_ Complete and attach Reclassification Process Form.
- 33
- 34 \_\_\_\_\_ Complete and attach Employee Reclassification Supplemental Questions.
- 35
- 36 \_\_\_\_\_ Complete and attach Office/Clerical Reclassification Request Organizational
- 37 Chart.
- 38 \_\_\_\_\_ Attach a copy of present job description.
- 39
- 40 \_\_\_\_\_ Attach job description from classification that you are requesting to be moved to.
- 41
- 42
- 43
- 44

45  
46  
47 03/21/03 Office/Clerical reclassification checklist

1 **OFFICE/CLERICAL FREQUENTLY ASKED QUESTIONS**

2  
3 Q. If I want a pay increase, do I have to submit a reclassification request?

4 A. No. Pay increases are determined through contract negotiations. The purpose of a  
5 reclassification request is to determine if a position is, based on responsibility and skills needed  
6 to perform required duties, appropriately placed on the salary schedule when compared to other  
7 positions in the Evergreen School District.

8  
9 Q. When a reclassification request has been submitted by an employee, is this the only time  
10 placement on the salary schedule is reviewed?

11 A. No. Whenever management changes a job description, the placement on the salary schedule is  
12 routinely reviewed. However, if an employee feels that their current job description needs to  
13 be updated and that their position is not placed at the appropriate level on the salary schedule,  
14 they may submit a reclassification request.

15  
16 Q. How do I request a position be reclassified?

17 A. Follow the process and guidelines.

18  
19 Q. How do I determine whether to file as a group or separately?

20 A. If you have jobs alike, file as a group. If you have a single request, file it separately.

21  
22 Q. How do I get a copy of a job description?

23 A. Check under Classified Personnel's e-net page under Job Descriptions. If it's not there, call  
24 your Union classification trustee.

25  
26 Q. How do I submit my request for reclassification?

27 A. Submit it to your Union classification trustee.

28  
29 Q. Who do I contact if I have questions on filling out the request?

30 A. Contact your Union classification trustee.

31  
32 Q. Will I be interviewed?

33 A. Normally, no. However, committee members may contact you if they have a question  
34 regarding the material you submitted.

35  
36 Q. Do I need to get my supervisor's approval before submitting my request?

37 A. No, however, it is recommended that you discuss with your supervisor your plan to submit the  
38 reclassification request in order to keep him/her in the loop.

## OFFICE/CLERICAL FREQUENTLY ASKED QUESTIONS

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- Q. Will my immediate supervisor be interviewed?  
A. Possibly, an interview may be necessary, if clarification is needed.
- Q. How long will it take for me to know if my request has been approved?  
A. Before the start of the upcoming school year at the latest.
- Q. Who determines if my request will be approved?  
A. The joint labor-management committee (which consists of 3 PSE and 3 District representatives) will review your request, compare the position to other positions in the district, and make a recommendation to the superintendent.
- Q. If my request is denied, does that mean the district feels my work isn't as important as other positions, or that I'm not doing a good job?  
A. No! Every position is important and each employee is valued for their contribution to the district. It is important to remember that reclassification is based on the job description and the duties performed; not on the employees holding the position.
- Q. Can I appeal the final decision?  
A. In most cases, no. Contact your Union classification trustee to discuss your options.

1 **OFFICE/CLERICAL REQUEST FOR RECLASSIFICATION**

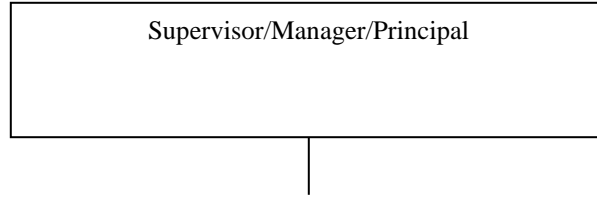
2 (To be filled out by requesting employee(s))

3

4 Date submitted:	Current work location:
5 Employee name(s):	
6	
7 Current job title:	Current classification:
8	
9 Date last revised and approved:	Current salary range:
10	
11 Has this position been submitted for reclassification in the past? Yes No Don't know (Circle one)	
12 If yes, when?	
13 Proposed job title (If needed):	Proposed classification and salary range:
14	
15	
16 <b>Justification:</b> Describe duties that are higher than your current classification:	
17	
18	
19	
20	
21	
22	
23	
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25	
26 <b>Job Comparison:</b> Attach job description from a higher classification that has a comparable level of	
27 responsibility and skill as your current duties.	
28	
29 <b>Job Duties:</b> Tell us what duties you do that fit into the higher classification. How often do you perform these	
30 duties, i.e., daily, weekly, monthly, etc? How much time do you devote to each duty?	
31	
32	
33	
34	
35	
36	
37	
38 <b>Additional Comments:</b>	
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49	

1 **OFFICE/CLERICAL RECLASSIFICATION REQUEST**  
2 **ORGANIZATION CHART**

3  
4  
5 Using an organizational chart, show whom you support and whom you report to:  
6



48 Organizational Chart 2/22/03  
49

1 **EMPLOYEE RECLASSIFICATION SUPPLEMENTAL QUESTIONS**

2  
3 Employee(s) \_\_\_\_\_  
4  
5 \_\_\_\_\_

- 6  
7  
8 1. What assignments or areas of responsibility have been added or deleted?  
9  
10  
11  
12 2. How does your position fit in the structure of your department or building?  
13  
14  
15  
16  
17 3. How long have you performed the duties that you believe fall outside your job description?  
18  
19  
20  
21 4. What specialized education or training have you been required to take in order to perform your  
22 duties?  
23  
24  
25  
26 5. What are your main job responsibilities?  
27  
28  
29  
30 6. Do you have any decision-making authority? (Those decisions you make without your supervisor.)  
31  
32  
33  
34 7. Are you seeking a reclassification for all employees working under your same job description? If  
35 so, are these questions being answered for the group or individual?  
36  
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48 2/22/03 Supplemental question form  
49



1 **RECLASSIFICATION PROCESS FORM**

2  
3  
4 Position being reviewed: \_\_\_\_\_

5  
6 Employee(s) being interviewed: \_\_\_\_\_

7  
8 Date: \_\_\_\_\_

9  
10  
11 **CHECK THE APPROPRIATE STATEMENT FOR THIS RECLASSIFICATION**

12  
13 **Knowledge base and talents (check only one)**

- 14  Position requires the ability for learning specific processes, policies, and procedures.
- 15  Position requires knowledge at the entry to a range of processes, policies, and procedures.
- 16  Position requires expert knowledge at the entry to a wide range of processes, policies, and
- 17 procedures.

18  
19 **Independent Decision-Making (Check one only)**

- 20  Independent decisions are restricted by established procedures and precedents.
- 21  Independent decisions are shared in accordance with established policies and procedures.
- 22  Limited independent decisions that stay within established work objectives.
- 23  Considerable independent decisions that stay within program objectives.

24  
25 **Lead Direction of Expert Guidance (check one only)**

- 26  This position is expected to share expertise with others.
- 27  This position is expected to provide guidance and direction to others in areas of expertise.
- 28  This position is expected to provide training and direction to others and provide input in hiring
- 29 decisions and performance appraisals or is expected to be the sole source of important
- 30 expertise, providing authoritative direction and guidance to others.

31  
32 **Responsibility level of this position (check one only)**

- 33  Any error, would be immediately correctable without adverse impact on the public, program, or
- 34 school district.
- 35  Any error, would be found within a brief period and could be corrected without adverse impact
- 36 on the public, program, or school district.
- 37  Any error might not be discovered until damage to the program results, but could be corrected
- 38 before it spread to adversely impact the public, program, or school district.
- 39  Any error, might not be discovered until the damage had District-wide implications and adverse
- 40 public impact.

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48 2/22/03 Reclass process form

1 **Memorandum of Understanding**

2  
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN OFFICE-CLERICAL, AN  
5 AFFILIATE OF PUBLIC-SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND  
6 THE EVERGREEN SCHOOL DISTRICT NO. 114 PURSUANT TO ARTICLE XX, SECTION 20.3,  
7 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.  
8

9  
10  
11  
12 The Evergreen School District and Public-School Employees of Evergreen Office-Clerical  
13 hereby agree to the following:  
14

15 In the event that school starts after Labor Day, those employees losing out on the Labor Day  
16 holiday will receive the Day before Thanksgiving as a replacement holiday. Section 8.1.1  
17 must also apply in order to be eligible for this paid day.  
18

19 It is understood that this applies only if the employee’s district seniority date is prior to the  
20 1998-99 school year.  
21

22  
23  
24  
25  
26  
27  
28 This Memorandum of Understanding shall become effective September 1, 2024; shall remain in effect  
29 until August 31, 2027; and shall be attached to the current Collective Bargaining Agreement.  
30

31  
32 PUBLIC SCHOOL EMPLOYEES  
33 OF EVERGREEN OFFICE-CLERICAL

EVERGREEN SCHOOL DISTRICT NO. 114

34  
35  
36 BY: *Rochelle Amos*  
37 Rochelle Amos, Chapter President

BY: *Jenae Gomes*  
Jenae Gomes, Chief Operations Officer

38  
39 DATE: *8-30-24*  
40  
41

DATE: *6-11-2024*  
42  
43  
44  
45  
46  
47  
48

1 LETTER OF AGREEMENT

2  
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING  
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN OFFICE-CLERICAL,  
5 #528 AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,  
6 AND THE EVERGREEN SCHOOL DISTRICT NO. 114. THIS AGREEMENT IS ENTERED INTO  
7 PURSUANT TO ARTICLE XX, SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING  
8 AGREEMENT.  
9

10  
11  
12 The parties agree to the following:  
13

14 Public School Employees of Evergreen OC and the Evergreen School District #114 agree to participate in  
15 the VEBA Health Reimbursement Plan for retirement/separation from service sick leave cash-out (Section  
16 9.1.5.1) pursuant to RCW 28A.400.210, VEBA plan rules, and IRS regulations.  
17

18 Eligible employees must sign and submit to the District a hold harmless agreement as required by RCW  
19 28A.400.210.  
20

21  
22 This Letter of Agreement shall be effective retroactive to September 1, 2024, shall remain in effect until  
23 August 31, 2025, and shall be attached to the current Collective Bargaining Agreement  
24  
25  
26  
27  
28  
29

30 PUBLIC SCHOOL EMPLOYEES  
31 OF WASHINGTON / SEIU LOCAL 1948  
32

33 EVERGREEN-OC CHAPTER #528

34  
35  
36 BY: Rochelle Amos  
37 Rochelle Amos, Chapter President  
38

39  
40 DATE: 10-23-24  
41  
42  
43  
44  
45  
46  
47  
48

EVERGREEN SCHOOL DISTRICT #114

BY: Jenae Gomes  
Jenae Gomes, Chief Operations Officers

DATE: 10-24-2024

