

COLLECTIVE BARGAINING AGREEMENT BETWEEN

EVERGREEN PUBLIC SCHOOLS NO. 114

AND

**PUBLIC SCHOOL EMPLOYEES OF
EVERGREEN PSE**

SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2025



Public School Employees of Washington/SEIU Local 1948

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1 **PREAMBLE**

2
3 This Agreement is made and entered into between Evergreen Public Schools Number 114 (hereinafter
4 "District") and Public School Employees of Evergreen PSE, an affiliate of Public School Employees of
5 Washington/SEIU Local 1948 (hereinafter "Association").
6

7 In accordance with the provisions of the Public School Employees Collective Bargaining Act and
8 regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained
9 therein, the parties agree as follows:
10
11

12 **ARTICLE I**

13 **RECOGNITION AND COVERAGE OF AGREEMENT**

14 **Section 1.1.**

15 The District hereby recognizes the Association as the exclusive representative of all employees in the
16 bargaining unit described in Section 1.2. The Association recognizes the responsibility of representing
17 the interests of all such employees.
18

19 **Section 1.2.**

20 The bargaining unit to which this Agreement is applicable shall include all positions in Schedule A
21 attached hereto.
22

23 **Section 1.2.1. Substitutes.**

24 Pursuant to PERC rules, substitutes working thirty (30) days or more in any school year and
25 who continue to be available for work are bargaining unit employees; provided, however, that
26 bargaining unit substitutes are subject only to the terms of Section 10.7.2 and Sections 19.10
27 through 19.10.6. Seniority preference rights of such individuals shall be effective only with
28 respect to other substitute employees. Such bargaining unit status is not lost unless the employee
29 separates from employment in accordance with the provisions of this agreement or is a
30 voluntary quit. Substitute employees shall be eligible to participate in Washington State Public
31 Employees Retirement System to the extent allowed by state law.
32
33

34 **Section 1.3. Definition of Bargaining Unit Positions.**

35 **Section 1.3.1.**

36 Terms and conditions relating to temporary positions of more than thirty (30) consecutive
37 workdays are described in Article XX.
38

39 **Section 1.3.2.**

40 Individuals holding the following positions are not included in the bargaining unit: Community
41 Education Teachers; student workers; event compensation positions (excluding bargaining unit
42 campus security positions); and classified employees holding extra-curricular assignments.
43
44
45
46
47
48



1 **Section 1.3.3.**

2 A permanent position is one that is neither temporary nor a substitute position and exists for
3 more than thirty (30) consecutive workdays.

4
5 **Section 1.4.**

6 The District will present new or modified position descriptions and proposed pay rates to the
7 Association President. If the district believes that the responsibility level of a position's duties and/or
8 level of required skill and ability have been changed so significantly so as to make inappropriate the
9 salary placement determined during the most recent round of bargaining, the District will provide the
10 modified position descriptions and proposed pay rate to the Association President. If the Association
11 does not respond within seven (7) business days from receipt, and there is a vacancy, the position may
12 be posted and filled as per the District's determination. Any changes subsequently negotiated will be
13 retroactive to the date the employee was newly hired or transferred into the position.

14
15 **Section 1.5.**

16 The Reclassification Bargaining Subcommittee (RBSC) shall develop review procedures and
17 timelines, and submit them to the District and the Association for mutual approval.

18
19 The RBSC will consist of six (6) members: three (3) bargaining unit members and three (3)
20 administrative members. Each party will be responsible for selection of its own members.

21
22 **Section 1.5.1.**

23 In the event an employee believes that the responsibility level of his/her position's duties and/or
24 level of required skill and ability have been changed significantly so as to make inappropriate
25 the current salary placement, the employee will notify the President of the Association:

- 26
27 1) the significant changes that require re-bargaining;
28 2) the additional skills required to perform the significant changes; and
29 3) the proposed modified salary placement.

30
31 Employees who believe their position has been substantially modified, so as to qualify under
32 this section, must have written documentation outlining the significant changes and
33 corresponding skill level(s) needed to initiate a review of the position by the Reclassification
34 Bargaining Subcommittee.

35
36 Employees must submit the documents to the President of the Association or Designee no later
37 than April 1. The President of the Association or Designee will notify the District within five
38 (5) business days from April 1. The District will communicate back to the requesting employee
39 the status of his/her request by June 30. Employees will be available to meet with the
40 reclassification committee to present their information and answer questions.

41
42 The reclassification committee consists of the Chief Operations Officer or Designee, two (2)
43 delegates, President of the Association or Designee and two (2) delegates.

44
45 The District will make recommendations to the Superintendent or Designee. Upon approval of
46 the Superintendent or Designee and Association, the changes will be implemented on
47 September 1.



1 **Section 1.6.**

2 When an employee’s position is reclassified to a higher level or higher classification, their placement
3 on Schedule A will be at the pay rate closest to, but not lower than their current rate of pay and they
4 will not be placed lower than step 2 in the new classification. The respective longevity percentage(s)
5 will then be applied to the new pay step. The employee shall retain district seniority rights but may be
6 subject to a new classification seniority date due to the reclassification.
7
8

9
10 **ARTICLE II**

11
12 **RIGHTS OF THE EMPLOYER**
13

14 **Section 2.1.**

15 It is agreed that the customary and usual rights, powers, functions, and authority of management are
16 vested in management officials of the District. Included in these rights, in accordance with and subject
17 to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work
18 force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to
19 suspend, discharge, demote, or take other disciplinary action against employees; and the right to
20 release employees from duties because of lack of work or for other legitimate reasons. The District
21 shall retain the right to maintain efficiency of the District operation by determining the methods, the
22 means, and the personnel by which operations undertaken by the employees in the unit are to be
23 conducted.
24

25 **Section 2.2.**

26 The right to make reasonable rules and regulations shall be considered acknowledged functions of the
27 District. In making rules and regulations relating to personnel policies, procedures and practices, and
28 matters of working conditions, the District shall give due regard and consideration to the rights of the
29 Association and the employees and to the obligations imposed by this Agreement.
30
31
32

33 **ARTICLE III**

34
35 **RIGHTS OF EMPLOYEES**
36

37 **Section 3.1.**

38 It is agreed that the employees, subject to the provisions of this Agreement, shall have and shall be
39 protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the
40 Association. The freedom of such employees shall be recognized as extending to participation in the
41 management of the Association, including presentation of the views of the Association to the
42 Superintendent and to the Board of Directors of the District. The District shall take whatever action
43 required or refrain from such action in order to assure employees that no interference, restraint,
44 coercion or discrimination is allowed within the District to encourage or discourage membership in any
45 employee organization.
46
47
48



1 **Section 3.1.1.**

2 The District will take steps, as required by law, to provide a safe working environment. The
3 District acknowledges the impact that serious threats and assault on employees has on the
4 educational process and will follow the student disciplinary process in accordance with District
5 Policy, State and Federal Law.
6

7 Should an employee be threatened with an assault or be assaulted by a student, parent or other
8 person while on district property or during a school sponsored event, such employee shall
9 report such threat or assault to the employee’s supervisor or designee. Following district policy
10 and procedures the supervisor or designee shall assess the incident and may inform the
11 employee what action, if any, has been taken in response to the alleged threat or assault in
12 accordance with State and Federal regulations.
13

14 The District shall report threats and assaults to the authorities as appropriate. Employees are
15 free to exercise their personal legal rights or alternative courses of action concerning threats
16 and assaults.
17

18 Employees are expected to use reasonable measures in situations involving physical threats or
19 abuse. Employees will follow district procedures when necessary to protect themselves or
20 others from physical injury.
21

22 The District shall determine and offer employees with training, support and necessary
23 equipment to ensure the employee’s safety in the workplace.
24

25 **Section 3.2.**

26 Each employee shall have the right to bring matters of personal concern to the attention of appropriate
27 Association representatives and/or to his/her immediate supervisor and to the Superintendent in
28 accordance with District policy and administrative procedures.
29

30 **Section 3.3.**

31 Employees have the right to choose one of the designated Association representatives to be present at
32 discussions between themselves and supervisors, as provided in the grievance procedure. Employees
33 shall have the right to choose one of the designated Association representatives for representation
34 when disciplinary action is taken or when the employee reasonably believes that there is the potential
35 of disciplinary action that may affect the continuation of employment. Such representation shall not
36 delay a meeting beyond a reasonable time period, which will not generally exceed 48 hours. A list of
37 designated Association representatives shall be submitted to the Human Resource Department by
38 September 1 of each year.
39

40 **Section 3.4.**

41 Each employee reserves the right to delegate any right or duty contained in this Agreement, exclusive
42 of compensation for services rendered, to appropriate officials of the Association.
43

44 **Section 3.5.**

45 Neither the District nor the Association, shall discriminate against any employee subject to this
46 Agreement on the basis of race, creed, color, religion, national origin, United States citizenship status,
47 age, sex, sexual orientation including gender expression or identity, honorably discharged veteran or
48 military status, marital status, the use of a trained dog guide or service animal by a person with a



1 disability, or non-job-related physical, sensory, or mental disability, except insofar as such factors are
2 valid occupational qualifications and the employee can perform the essential functions of the job.

3
4 **Section 3.6.**

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

13
14 Upon request, an employee shall have the right to inspect all contents of his/her personnel file and
15 medical information file in the Human Resource Department, and/or supervisor's working file in the
16 supervisor's office. If it is the employee's desire, he/she may fill out an inventory sheet listing all
17 documents in his/her file. Upon request, a single copy of any document(s) shall be provided to the
18 employee.

19
20 Any material placed in the employee's personnel file which is reviewed and judged by the employee to
21 be derogatory to his/her conduct, service, character, or personality may be refuted in writing. Such
22 written response shall become part of the personnel file.

23
24 The Association and District agree that any derogatory material over two (2) years old, with the
25 exception of evaluations, may be removed from the personnel file at the request of the employee.
26 When such a request is made, the District will consider the nature and/or recurrence of the conduct,
27 and any legal requirements for retention. The Human Resource Manager is the contact person in the
28 Human Resource Department who has the authority to inspect and destroy such information. Any
29 contents of the working file not transferred to the official personnel file by the end of the school year
30 shall be destroyed or given to the employee; provided further, that any material transferred to the
31 employee's personnel file shall be first shown to the employee. Disagreement by an employee with
32 any materials in the employee's file may be a matter to be pursued by the grievance procedure. Any
33 material not shown to an employee by the District shall not be allowed in any disciplinary action
34 against the employee. Information related to grievances and investigations will be maintained
35 separately from the employee's personnel file.

36
37 A mutually agreed upon evaluation form, Plan of Improvement Evaluation Tool and Plan of
38 Improvement form shall be attached to this Agreement for reference only.

39
40 **Section 3.6.1.**

41 In order for the District to be in compliance with the Americans with Disabilities Act (ADA) as
42 of July 26, 1992, the District shall maintain a medical information file for each classified
43 employee of the District which will be kept separate from the personnel file. Such file will
44 contain such sensitive information as immunization history, health related cards, leave sharing
45 information, and information on medical history, and/or medical releases, etc. This medical
46 information file will ensure confidentiality of sensitive information regarding the employee in
47 the event of a Federal and/or State audit.
48

1 **Section 4.2.**

2 The Association shall be notified by the District of any grievances or disciplinary action of any
3 employee subject to the provisions of this Agreement in accordance with the provisions of the
4 Discharge and Grievance Procedure Articles contained herein. The Association is entitled to have an
5 observer at hearings conducted by any District official or body arising out of grievance and to make
6 known the Association's views concerning the case, provided that an observer for the Association may
7 attend such hearings only with the permission of the affected employee.
8

9 **Section 4.3.**

10 The District, as part of the general orientation of each new employee subject to the provisions of this
11 Agreement, shall provide such employee with a copy of this Agreement, as well as a Membership and
12 Dues Deduction/Checkoff Authorization form to be furnished to the District by the local Association.
13

14 Bi-weekly notification will be given to the Association of all new hires, including their location and
15 work hours. In the first 90 days of the employee's start date, the association may schedule a 30 (thirty)
16 minute meeting with the newly hired employee during the newly hired employee's work day at the
17 newly hired employee's work location. No newly hired employee may be mandated to attend this
18 meeting. The newly hired employee must notify their administrator of the date and time of the meeting
19 with 48-hour notice to ensure coverage for their position, as needed, for the 30 (thirty) minute meeting.
20

21 **Section 4.3.1.**

22 Upon request, the District shall make available to the President of the Association or his/her
23 designee, the names of all employees in their respective job classifications.
24

25 **Section 4.3.2.**

26 The District and the Association recognize the necessity of working together to maintain the
27 integrity of the bargaining unit. To enable the Association to police bargaining unit
28 membership, the District agrees to compile a monthly report and forward it, by the end of each
29 month, to Public School Employees of Washington/SEIU Local 1948. The report will contain
30 information agreed upon by the parties.
31

32 **Section 4.4.**

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

36 **Section 4.4.1.**

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

42 **Section 4.5.**

43 The President of the Association and his/her designated representatives will be provided time off
44 without loss of pay to a maximum of six (6) workdays per year to attend regional or State meetings
45 when the purpose of those meetings is in the best interest of the District as determined by the District
46 administration. The Association agrees to indemnify and hold harmless the District with respect to any
47 litigation and/or damages which arise out of the operation and implementation of this provision.
48

1 **Section 4.5.1.**

2 The President of the Association and/or his/her designated representatives shall have release
3 time, four (4) workdays per month, noncumulative, from regularly assigned duties for
4 Association business with no loss in pay (for bus drivers see Section 8.1.1.1. for calculation of
5 pay during release). The Association shall reimburse the District for salary and payroll costs of
6 the President and/or his/her designated representatives for the release time on a prorated basis.

7
8 **Section 4.5.2.**

9 For leave taken under Section 4.5. or 4.5.1., advance notice of five (5) business days or more
10 will be given, except in cases where that time frame is impossible, then as much advance notice
11 as possible shall be given. Approval by the manager must be given before such leave is taken to
12 ensure the workload can be met.

13
14 **Section 4.6.**

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

20
21 **Section 4.7.**

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

29
30 **Section 4.7.1.**

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

33
34 **Section 4.8.**

35 The Association and its representatives may use the employee mailboxes to communicate to classified
36 employees. This shall include freedom from any censorship or screening by the District
37 representatives prior to distribution. The Association may use District school buildings for meetings
38 and to transact official business on school property at all reasonable times, provided that this shall not
39 interfere with nor interrupt normal school operations or other scheduled building activities as
40 determined by checking with the Principal/designee and Building Rentals. Electronic mail may be
41 used by the Union during non-duty time for the lifetime of the contract, but this right shall expire as of
42 the end of the contract and shall not constitute the status quo.

43
44 **Section 4.8.1.**

45 Each building shall provide a mailbox labeled for PSE use in internal communications.

1 **Section 4.9.**

2 Billing Procedures to follow when The Association President Misses Work to Attend an Arbitration
3 Hearing, or Presidential Release Time, and/or when an Employee Misses Work to Appear as a Witness
4 in an Arbitration Hearing.

5
6 A. President

7
8 Following the employee’s absence, forward the following information to the Human
9 Resource Department.

- 10
11 1. Name of the president and work site location.
12
13 2. Indicate name of arbitration to be attended and date. This same process is to
14 be used if the absence is for a regular presidential release day.
15
16 3. Number of hours to be missed from work. (Note: if the hours missed are
17 different than what was originally given, please notify Human Resource
18 Department of the discrepancy by the day following the arbitration or release
19 day. Please see Item C.)
20
21 4. Billing Information
22 Name of President
23 Evergreen PSE Chapter
24 Appropriate Address As Specified By President
25

26 B. Other Employees

27
28 If an employee is selected to appear as a witness on behalf of PSE, notification shall be
29 provided within five (5) business days to the Human Resource Department and the
30 employee’s immediate supervisor. The information provided should contain the
31 following.
32

- 33 1. The name(s) of the employee(s) whose wages are subject to
34 reimbursement by the Association and work site location.
35
36 2. Name of the attorney representing PSE.
37
38 3. Date of the arbitration.
39
40 4. Number of hours to be missed from work. (Note: if the hours missed are
41 different than what was originally given, please notify the Human
42 Resource Department of the discrepancy by the day following the
43 arbitration. Please see Item C.)
44
45 5. Billing Information
46 (Name of Attorney)
47 Public School Employees of Washington/SEIU Local 1948
48 PO Box 798
49 Auburn, WA 98071-0798

1 C. Additional Provisions

2
3 If PSE does not forward the above information within the stated timelines (without
4 advance notice), the employee's leave or pay may be docked for hours missed while
5 absent from work, and PSE will reimburse the employee(s).
6

7 **Section 4.10.**

8 The district will provide a quarterly list of all current Public School Employee bargaining unit
9 employees, including bargaining unit substitutes and such list will be provided to the PSE field
10 representative.
11
12

13 **ARTICLE V**

14 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

15
16
17 **Section 5.1.**

18 The parties agree that it has been and will continue to be in their mutual interest and purpose to
19 promote systematic and effective employee-management cooperation; to confer and negotiate in good
20 faith with respect to grievance procedures and collective negotiations on personnel matters including
21 wages, hours and working conditions; promote effective methods for prompt adjustment of differences,
22 and to promote full and reasonable employee participation in such personnel areas as are within the
23 jurisdiction of the employer.
24
25

26 **Section 5.2.**

27 The Association will, upon request, be advised of current and predicted workload information.
28

29 **Section 5.3.**

30 The District will provide an opportunity for Association representatives to meet with representatives of
31 the other unions to give input and prepare recommendations to the Superintendent concerning the
32 setting of the school calendar. After the school calendar is adopted, the District will bargain over any
33 changes in the school calendar that would affect members of this bargaining unit.
34
35
36

37 **ARTICLE VI**

38 **ASSOCIATION REPRESENTATION**

39
40 **Section 6.1.**

41 The Association will designate a labor relations committee of up to fourteen (14) members who will
42 meet with the Superintendent of the District or his/her designated representatives on a mutually
43 agreeable regular basis to discuss appropriate matters. Concerns must be discussed with the immediate
44 supervisor before being presented by the labor relations committee. The District and Association shall
45 present an agenda to each other of those items to be discussed at least five (5) business days prior to
46 the meeting.
47
48

2. The employee is required to work on Sunday after having worked the previous day (Saturday) (i.e., unresolved work order/service ticket that spills over into Sunday).
3. Double time is for any time worked in excess of forty-eight (48) hours in that Monday through Sunday period.

Section 7.3.

Work shifts which are more than five (5) consecutive hours shall be designated a lunch period of thirty (30) minutes to one (1) hour which shall not be counted for pay purposes. Lunch periods shall be free from interruptions and shall be given as near the middle of the work shift as is practicable.

The regular workday shall include one (1) fifteen (15) minute rest period for each continuous four (4) hour period of work, excluding school bus drivers. In the event an employee is assigned to a work period less than four (4) hours, but at least three (3) hours, the employee shall be given a rest period of not less than ten (10) minutes, on the employer's time. For work periods of less than three (3) hours, no break is required. Where the nature of the work allows employees to take intermittent rest periods equivalent to the required breaks, rest periods are not required.

Section 7.3.1.

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

Section 7.3.2.

When an employee is assigned to work a schedule of four (4) hours or more and at least four (4) hours of the shift are worked before 7:30 a.m. or after 3:30 p.m., the employee is entitled to shift differential pay for those hours worked prior to 7:30 a.m. or after 3:30 p.m. This shift differential is one dollar (\$1.00) per hour to those employees, excluding stadium supervisors and alternate schedule employees (see Section 7.8.2).

Section 7.3.3.

Tuesday through Saturday Work Week for Mechanics. A Tuesday through Saturday work week will be in effect for mechanics during the months of September through June. The transportation department will seek at least two (2) volunteers to work the Tuesday through Saturday work week prior to the beginning of the new school year. If there are no volunteers, employees will be assigned by the Transportation Director. All assignments to a Tuesday through Saturday work week will be done by seniority in compliance with Article X of this Agreement. Saturday shift hours will be from 8:30 a.m. to 5:00 p.m., including one-half (½) hour for lunch, which will not be counted for pay purposes. Employees who work swing shift on Tuesday through Friday and who also work the Saturday shift will continue to be paid the swing shift differential pay for the Saturday consistent with their Tuesday through Friday shift. Employees who work the Tuesday through Saturday work week will revert back to the Monday through Friday work week during the weeks of Thanksgiving Break and Winter Break. Employees working Tuesday through Saturday will have their Monday holidays (including New Years' Day if on a Monday) observed on the following day (Tuesday).



1 **7.3.4. On Call Maintenance Emergencies.**

2 A maintenance employee who is assigned to be on-call after hours will receive a \$250 stipend
3 per week and will not receive additional compensation for handling phone or radio calls during
4 the on-call period, unless the on-call employee is required to physically report to a District site,
5 in which case the on-call employee will receive call back pay in accordance with section 7.9.

6
7 **7.3.5. On Call Employees.**

8 Campus security and mechanics who are assigned to be on-call after hours will receive a \$150
9 stipend per week and will not receive additional compensation for handling phone or radio calls
10 during the on-call period, unless the on-call employee is required to physically report to a
11 District site, in which case the on-call employee will receive call back pay in accordance with
12 Section 7.9.

13
14 **Section 7.4. School Closure/Inclement Weather.**

15 In the event of an unusual district and/or school closure, including late start or early release, due to
16 inclement weather, plant nonoperation or the like, the District will make every effort to notify each
17 employee to refrain from coming to work.

18
19 Employees reporting to work shall receive a minimum of one (1) hour's pay at base rate in the event of
20 such a closure; provided, however, no employee shall be entitled to any such compensation in the
21 event he/she has been actually notified by the District of the closure prior to leaving home for work.
22 Documented attempts to reach the employee at the telephone number on record, Flash Alert, District
23 Website, District Social Media accounts and/or radio announcements on designated radio station(s)
24 shall constitute proper notice. In closure situations other than inclement weather, adequate notice will
25 consist of a documented phone call. Twelve (12) month employees may use emergency leave,
26 personal leave, vacation, accumulated compensatory time, or make other arrangements with their
27 immediate supervisor in order to make up for all lost work hours. The work calendar of less than
28 twelve (12) month employees will be adjusted to make up for all lost work hours. With approval from
29 their immediate supervisor, the employee may use accumulated compensatory time or make other
30 arrangements to make up for all lost work hours.

31
32 **Section 7.4.1.**

33 On late-start or early dismissal days, unrelated to inclement weather, classified personnel shall
34 work their assigned schedule and perform duties consistent with their regular rate of pay. If
35 requested by the employee and approved in advance, unpaid leave may be granted to allow an
36 employee to work only those hours of their assigned schedule that students are present without
37 the employee being required to exhaust all paid leave (Section 9.5).

38
39 **Section 7.4.2.**

40 It is the responsibility of each employee to keep the Human Resource Department and
41 appropriate department head informed of his/her current telephone number and address.
42 Address and/or telephone updates must be filed with the Human Resource Department and
43 completed by the employee through Employee Access as soon after a change as is practicable.

44
45 **Section 7.5.**

46 Regular full-time employees and regular part-time employees who are requested to work a shift
47 regularly filled by an employee in a higher pay range shall receive compensation on the higher pay
48 range (longevity is not included) at the step closest to, but not lower than, his/her current rate. Regular



1 full-time employees and regular part-time employees who are requested and choose to work added
2 shifts in jobs on a lower pay range (longevity is not included) shall receive compensation from the
3 lower pay range at the step closest to, but not higher than, his/her current rate. Employees required to
4 work added shifts in lesser classifications shall be compensated at their regular rate of pay.
5 (Note: Requested provides the option of refusal without reprisal. Required implies there is no choice
6 for the employee to turn down the job.)

7
8 **Section 7.6.**

9 District agrees to regular rate of pay for all mandatory training and in-service meetings. All voluntary
10 meetings or training may be on employee's own unpaid time. Any position requiring a current CPR
11 and First Aid card or ASE (Automotive Service of Excellence) shall be so noted on the individual job
12 description. The District will provide an opportunity, at least once per year, for those members to take
13 the training necessary to retain a valid CPR and First Aid card or ASE (Automotive Service of
14 Excellence), on paid work time, and will pay the normal and customary fees for the cost of the card. In
15 addition, there will be no charge to the employee for this training provided by the District.

16
17 **Section 7.6.1.**

18 When mandatory training is provided by the District and offered in a District location, that is
19 where all employees shall be expected to take the training. Training may be taken at another
20 location if pre-arranged or in an emergency.

21
22 **Section 7.6.1.2.**

23 In addition to their assigned work schedule, special education paraeducators will be
24 provided an additional ten (10) paid hours per school year for District approved training
25 and an additional five (5) paid hours per school year for collaborative planning.
26 Collaborative planning requests initiated by the paraeducator may be pre-approved by a
27 supervisor or administrator, up to their five (5) paid hours, with less than 48 hours'
28 notice. Dates and times for trainings and collaborative planning meetings will be
29 provided as far in advance as possible with a minimum of 48 hours' notice.

30
31 **Section 7.6.1.3.**

32 All remaining (non-special education) paraeducators will be provided an additional
33 three (3) paid hours per school year for District approved de-escalation training.

34
35 **Section 7.7.**

36 Employees shall be allowed to attend PSE meetings held at or after 5:00 pm, provided that they shall
37 be absent from their building no more than ninety (90) minutes total per month and provided further
38 that they shall work their full regularly assigned time.

39
40 **Section 7.8.**

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

1 **Section 7.8.1.**

2 Hours worked in excess of eight (8) hours per day or forty (40) hours per work week shall be
3 compensated at the rate of one and one-half (1½) times the employee's base hourly rate, except
4 employees working an alternate schedule as described in Section 7.8.2 and bus drivers.

5 Employees working an alternate schedule shall be compensated at the rate of one and one-half
6 (1½) times the employee's base hourly rate for hours worked in excess of ten (10) per day or
7 forty (40) per work week. Bus drivers shall be compensated at one and one-half (1½) times
8 their base hourly rate for hours worked in excess of forty (40) per work week. Bus drivers shall
9 be compensated at twice their base hourly rate for hours worked in excess of forty-eight (48)
10 per work week. Employees, other than bus drivers, who work in excess of twelve (12) hours
11 per day or forty-eight (48) hours per week shall be compensated at twice the employee's base
12 hourly rate. Drivers shall not be exempted from regular route packs on the basis of overtime
13 liability.

14
15 If an employee works over eight (8) hours in one (1) day, but if it is two (2) separate jobs, the
16 overtime rule does not apply. Overtime shall only apply if the combination of jobs runs into
17 over forty (40) hours worked per week or if an employee works over eight (8) hours in one (1)
18 day doing the same job.

19
20 **Section 7.8.2.**

21 Upon advanced written approval of the designated administrator, employees may choose to
22 take time worked beyond eight (8) hours per day or forty (40) hours per week as compensatory
23 time. An exception to this rule will be for those employees working an alternate schedule of
24 four (4) days per week, ten (10) hours per day. Those employees shall be eligible to earn
25 compensatory time only if they work beyond ten (10) hours per day or forty (40) hours per
26 week. Compensatory time shall be one and one-half (1½) hours for each hour worked and
27 Policy and Procedure 5231 rules apply. Compensatory time shall be taken at a time
28 preapproved by the supervisor after compensatory time is earned.

29
30 Accumulation of compensatory time shall be recorded on a Compensatory Time Log that will
31 be turned in with the employee's monthly timesheet. Any outstanding hours are to be turned
32 into the Human Resource Department with the employee's June timesheet for accounting
33 purposes. If compensatory log is not submitted with the employee's June timesheet the
34 employee will forego all outstanding compensatory hours.

35
36 **Section 7.9.**

37 All employees called for special service shall receive no less than one (1) hour per call out at the rate
38 of one and one-half (1½) times the employee's base hourly rate. Special service shall be defined as any
39 work other than the normal work shift or workday, noncontiguous with the normal work shift or
40 workday.

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ARTICLE VIII

HOLIDAYS AND VACATIONS

29
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31
32

Section 8.1.

*Employees shall receive any of the following paid holidays that fall during their regular work schedule(s).

- A. Whenever any of the following holidays fall upon Saturday or Sunday, the Superintendent shall designate the day to be observed as the holiday.
- B. Employees who work less than a five (5) day regular work week shall receive a paid day only if the holiday, as observed, falls on a day of the week the employee would normally work. (Example #1--If an employee works a specific shift on Tuesdays and Thursdays only, that employee would be paid for observed holidays that fall on Tuesdays or Thursdays within that employee's regular work schedule.) (Example #2--An employee who works Monday through Thursday would not receive pay for Christmas Day when the holiday falls on Saturday and therefore is observed on Friday, but would receive holiday pay when Christmas Day falls on Sunday and is observed on Monday.)
- C. To be eligible for holiday pay, the employee must also meet the criteria in Section 8.1.1.
- D. Employees working an alternate schedule of four (4), ten (10) hour days, shall revert back to a five (5) day work schedule (eight (8) hour days) during weeks where there is an observed holiday.
- E. Employees with Tuesday through Saturday work weeks, see Section 7.3.3.

*The regular work schedule does not include extra days, special workshops, inservice training, or extended year programs (including summer school). The exception would be for summer posted positions (including summer transportation routes and trips). See Section 21.4.

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

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Section 8.1.1. Unworked Holidays.

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs; provided they have compensated hours to cover their regular shift(s) on both sides of the holiday. Winter-break holidays shall be paid provided employees have compensated hours to cover their regular shift(s) the day before and the day after the break. Bus drivers and stadium supervisors shall receive pay equal to the average of all their compensated hours in these two (2) positions only during the payroll cutoff periods in which a holiday falls.



1 **Section 8.1.1.1. Clarification Regarding Bus Driver Holiday Pay & Bus Driver**
2 **Union Release Time.**

3 The transportation payroll clerk will apply Section 8.1.1 for bus drivers as follows: total
4 compensated hours divided by total number of weekdays (M-F) in the pay period; not to
5 go below the bid hours for the route pack or above eight (8) hours. The previous
6 months' total compensated hour average for the current month's holiday or union
7 release time, except for September (Labor Day, if eligible), will be the route pack hours.
8 The office will make adjustments for the Labor Day holiday on the last working day of
9 the next payroll period. This section is only a clarification and is not meant to change
10 the wording or meaning of Section 8.1.1.

11
12 **Section 8.1.2. Worked Holidays.**

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

16
17 **Section 8.1.3. Holidays During Vacation.**

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

20
21 **Section 8.2. Vacations.**

22 All twelve (12) month, full-time employees shall receive prorated vacation. Such vacations shall be
23 earned, vested and used as designated in this Article.

24
25 **Section 8.2.1.**

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

28
29 **Section 8.2.1.1.**

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

32
33 **Section 8.2.1.2.**

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

36
37 **Section 8.2.1.3.**

38 For six (6) years of service the employee shall receive fifteen (15) days of paid
39 vacation.

40
41 **Section 8.2.1.4.**

42 For seven (7) years of service, the employee shall receive sixteen (16) days of paid
43 vacation.

44
45 **Section 8.2.1.5.**

46 For eight (8) years of service, the employee shall receive seventeen (17) days of paid
47 vacation.
48

1 **Section 8.2.1.6.**

2 For nine (9) years of service, the employee shall receive eighteen (18) days of paid
3 vacation.

4
5 **Section 8.2.1.7.**

6 For ten (10) years of service, the employee shall receive twenty (20) days of paid
7 vacation.

8
9 **Section 8.2.1.8.**

10 For twenty (20) years of service, the employee shall receive twenty-five (25) days of
11 paid vacation.

12
13 **Section 8.2.2.**

14 It is mutually agreed that vacations shall be scheduled at the request of the employee in
15 accordance with the seniority provisions, i.e., the most senior in the building/department, when
16 District work requirements preclude employees from taking vacations simultaneously.
17 Vacation times shall be arranged upon written request to the immediate Supervisor and when
18 both the employee and Supervisor agree.

19
20 **Section 8.2.3.**

21 Employees may not receive pay in lieu of vacation days. Employees who separate from
22 employment or who transfer to a non-vacation eligible position shall be paid for accrued
23 vacation, up to the maximum accrual of thirty (30) days allowed under state statute, at their
24 present rate of pay.

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26
27
28 **ARTICLE IX**

29
30 **LEAVES**

31
32 **Section 9.1. Sick/Emergency Leave.**

33 All full-time, 12-month, 8-hour classified employees earn one (1) day of sick/emergency leave per
34 month. Full-time, 12-month, 8-hour classified employees hired after September 1 shall receive
35 prorated sick/emergency leave allowance based on one (1) full day per month.

36
37 Those employees who are contracted for the school year in less than full-time positions as described
38 above, shall receive prorated sick/emergency leave which shall be paid on the basis of base hourly
39 rates applicable to the employee's daily work shift.

40
41 Sick leave may be used for maternity, illness, injury, doctor, dental or vision appointments, emergency,
42 and other reasons mandated by state and federal statutes. Employees who are excluded from work due
43 to health department regulations regarding epidemics may use accrued leave for such absences only if
44 and when:

- 45
46 A. The employee produces verification from a doctor that immunization for the current
47 outbreak would pose an unacceptable health risk for the employee and that no verification
48 of prior immunization can be obtained; and



1 B. The employee produces verification that the titer test has been taken.

2
3 Absences must be entered into the absence management system and as directed by supervisor.

4
5 **Section 9.1.1. Emergency Leave.**

6 An emergency, for the purposes of this leave, is an unexpected situation or sudden occurrence
7 of a serious or urgent nature that demands the employee's immediate attention involving the
8 employee, the employee's spouse, the employee's parent, the employee's children, or a
9 dependent who is living with the employee (whom they have custody). Use of emergency leave
10 shall be charged against the employee's accumulated sick leave. Before, or, if necessary,
11 immediately upon return, the employee shall initiate a discussion with their immediate
12 supervisor (building principal/management supervisor or their designee) regarding eligibility
13 for emergency leave. The employee's immediate supervisor shall determine if the situation
14 constitutes an emergency at the time of the employee's request.

15
16 Examples of acceptable emergency leave include but are not limited to:

- 17 • Personal disasters.
- 18 • Natural Disaster.
- 19 • Required court appearances for divorce proceedings, custody issues, and other
20 subpoenas -- documentation and explanation submitted with monthly time sheet.
- 21 • Funerals and/or events surrounding the death of a family member or friend not eligible
22 under bereavement leave; provided, that use of sick leave/emergency leave for this
23 purpose shall be limited to a maximum of five (5) occurrences totaling no more than
24 five (5) days in the employee's work year. The employee shall note the use of
25 emergency leave for bereavement purposes on their regular monthly timesheet. If
26 additional time is necessary, the employee may request unpaid leave.

27
28 **Section 9.1.2.**

29 Each employee's portion of unused sick/emergency leave allowance shall accumulate from year
30 to year. An up-to-date balance of sick leave hours is available through District online system
31 (i.e. Employee Access). Employees who have accrued sick leave while employed with a public
32 school district, educational agency, or institute of higher learning in the State of Washington
33 shall be given credit for such accrued sick leave upon employment with the District. It shall be
34 the responsibility of the new employee to ensure that the Human Resource Department receives
35 official notification from the former District of any sick leave balance at the time of
36 resignation.

37
38 **Section 9.1.3.**

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

1 **Section 9.1.4. State Family Care Act.**

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

12
13 **Section 9.1.5.**

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

19
20 **Section 9.1.5.1.**

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

25
26 **Section 9.2. Sick Leave Covered By Industrial Insurance.**

27 Employees who are absent for reasons covered by industrial insurance shall be paid an amount equal to
28 the difference between the amount paid the employee by the industrial insurance carrier and the
29 amount the employee would normally earn; provided the employee wishes to draw from the
30 accumulated sick leave during such an absence. A deduction shall be made from the employee's
31 accumulated sick leave in accordance with the amount paid to the employee by the District.

32
33 When applicable, vacation leave may be used to supplement worker's compensation benefits only after
34 all sick leave has been exhausted. A written request to use such vacation leave must be submitted in
35 writing to the Human Resource Department before the sick leave balance has been depleted. Vacation
36 leave will be deducted in full day blocks and will be used consecutively following the exhaustion of
37 the sick leave.

38
39 If an employee has used all of his/her accrued sick and vacation leave, he/she may, in accordance with
40 SEBB rules, elect continuation of coverage (COBRA) through the period of leave without pay.

41
42 If the employee chooses not to use sick leave, he/she shall not be entitled to use vacation leave.

43
44 **Section 9.3.**

45 The classified employee granted a leave of absence for a one (1) year period must confirm his/her
46 intention to return the next school year to the Human Resource Department, in writing, by no later than
47 March 15. The classified employee granted a leave of absence for a school year period will be
48 expected to remain on leave for the term granted; however, if the employee requests to come back

1 before the term of leave is up, the District must give its mutual consent to do so. If the leave of
2 absence was granted for a period other than a school year period, written confirmation of the
3 employee's intention to return must be made to the Human Resource Department at least thirty (30)
4 working days prior to the expected date of return.

5
6 **Section 9.3.1.**

7 If an employee on a leave of absence accepts a new job, expands his/her hours of work in
8 another job that was held prior to the leave of absence, receives unemployment insurance, or
9 goes into business for himself/herself, his/her employment and all other seniority rights will be
10 automatically terminated. Human Resource administration will review requests for exceptions
11 in extraordinary circumstances, including situations where the leave is health related.

12
13 **Section 9.3.2.**

14 The employee on leave of absence shall retain accrued sick leave, vested vacation rights and
15 seniority rights. Vacation credits, sick leave and seniority rights shall not, however,
16 accumulate while the employee is on leave of absence. However, seniority shall continue to
17 accumulate on leaves that do not exceed three (3) months and on medical leaves not to exceed
18 one (1) year.

19
20 **Section 9.4. Health Leave.**

21 A classified employee whose physician certifies in writing that the employee is unable to perform job
22 related responsibilities because of personal illness or disability shall, upon reasonable notice and upon
23 approval of the proper administrative channels, be granted a leave of absence, for up to one (1) year
24 from the date the leave is granted. If an extended illness is involved, one (1) additional year may be
25 granted. Accumulated sick leave may be used for health leave, if desired. In the case of maternity, up
26 to thirty (30) workdays of sick leave may be used following birth or related complications. Additional
27 sick leave days may be used upon a doctor's order. This will require written verification by a doctor
28 that the employee is unable to work. If the employee does not have thirty (30) days of sick leave
29 available, unpaid leave may be granted (see Section 9.5).

30
31 **Section 9.4.1.**

32 The employee who is on a medical leave of absence for more than three (3) months shall
33 specify, in writing, the length of the anticipated leave.

34
35 Vacancies of three (3) months or more caused by leave of absence shall be posted and filled on
36 a temporary basis. The returning employee will be returned to the same position if it exists.
37 New employees hired to fill positions of employees on a leave of absence will be hired only for
38 a temporary specific period of time. The temporary employee will be eligible to receive
39 medical benefits only if he/she meets SEBB eligibility requirements. The new temporary
40 employee will be given a minimum of two (2) weeks' notice when his/her temporary job will
41 end.

42
43 **Section 9.4.2.**

44 All returns from health leave are contingent on a written statement of release from the attending
45 physician regarding the individual's health. The employee must submit the written statement of
46 release from their attending physician to the Human Resource Department. The employee will
47 need clearance and approval from the Human Resource Department before returning to their
48 work site.

1 **Section 9.5. Unpaid Leaves.**

2 Unpaid leaves 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 upon the educational program or business operations.
5

6 Unpaid leave is not guaranteed and must receive preapproval through the Human Resource
7 Department. If unpaid leave is granted, all of the employee's accrued vacation and personal leave will
8 be exhausted before any unpaid leave is allowable, except as stated in Section 9.2.
9

10 **Section 9.6. Bereavement Leave.**

11 Each classified employee shall be entitled to five (5) days with full pay for each occurrence in the
12 employee's family to be taken within sixty (60) calendar days of the death. Family shall be defined to
13 include the employee's: mother, father, sister, brother, husband, wife, spouse equivalent, son,
14 daughter, step-son, step-daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-
15 in-law, sister-in-law, grandchild, grandparent, stepfather, stepmother, aunt, uncle, niece, nephew or
16 anyone who is living with and considered part of the family. The employee shall inform his/her
17 immediate supervisor of his/her relationship to the deceased and note the relationship on his/her
18 regular monthly time sheet. No other documentation shall be required unless there is evidence of
19 possible misuse. Bereavement leave is non-cumulative and not deducted from other leaves.
20 Exceptions to the above timelines and relationships may be granted on a case-by-case basis at the
21 request of the Association made to HR, and will not set a precedent.
22

23 **Section 9.7. Parental/Adoption Leave.**

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

30 **Section 9.8. Military Leave.**

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

35 **Section 9.9. Judicial Leave.**

36 In the event an employee is summoned to serve as a juror or appear as a witness in Court on behalf of
37 the District, or is named as a co-defendant with the School District, he/she shall receive his/her normal
38 day's pay for each day he/she is required in Court. After completion of such service the employee will
39 provide a copy of the Certificate of Jury Service to the Payroll Department. The leave shall be recorded
40 on the appropriate monthly timesheet.
41

42 **Section 9.9.1.**

43 In the event a classified employee is a party in Court action, he/she may be granted a temporary
44 leave of absence without pay.
45
46
47

1 **Section 9.10. Personal Leave.**

2 Twelve (12) month employees shall receive up to two (2) days personal leave per year with pay equal
3 to their normal daily wage based on their assigned schedule. Less than twelve (12) month employees
4 with less than five (5) full years of service shall receive up to two (2) days personal leave per year with
5 pay equal to their normal daily wage based on their assigned schedule. Less than twelve (12) month
6 employees with five (5) full years of service shall receive three (3) days personal leave per year with
7 pay equal to their normal daily wage based on their assigned schedule. Those employees working in
8 positions with less than one hundred (100) workdays per work year will be eligible for only one (1)
9 personal leave day per year. New hires who have less than one hundred (100) but more than sixty (60)
10 workdays remaining in their regular work schedule will be eligible for one (1) personal leave day.
11 Those new hires who have sixty (60) or fewer workdays remaining in their regular work schedule will
12 be ineligible for personal leave and personal leave buyback during the year in which they were hired.
13 Such leave shall be noncumulative, and shall be taken in one (1) hour increments or full day blocks,
14 and shall not be deducted from other leaves provided under this Article. Application for personal leave
15 shall be made to the employee's immediate supervisor at least twenty-four (24) hours before taking
16 such leave. Upon written request via the Personal Leave Buyback form, employees with unused
17 personal leave days shall be compensated in August [average number of hours at their regular rate(s) of
18 pay]. The Buyback form must be in the Human Resource Department by the August cutoff date
19 (July 31) to be valid.

20
21 **Section 9.10.1.**

22 For bus drivers requesting personal leave buyback pursuant to Section 9.10, the last full pay
23 period will be used when calculating the August compensation.

24
25 **Section 9.11. Religious Leave.**

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

30
31 A request for such leave shall include a statement describing what religious day(s) is/are to be
32 observed and attesting to and providing documentary evidence that the basic tenets of the employee's
33 religious affiliation unequivocally require observance of the religious day(s) in such manner that
34 he/she cannot perform his/her employment duties on the day(s) requested. The employee must submit
35 his/her request to the building administrator a minimum of two (2) weeks in advance of the requested
36 time off.

37
38 **Section 9.12. Leave Sharing.**

39 Leave sharing shall be in accordance with the Washington State Leave Sharing Program as established
40 under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and as set forth in Chapter 41.04
41 RCW. An employee may apply for leave sharing provided he/she has met the following criteria as set
42 forth in District Policy 5406.

43
44 **Section 9.13. Federal Family Medical Leave Act.**

45 Leave Entitlement: Employees who have worked for the Evergreen Public Schools at least twelve (12)
46 months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks
47 of unpaid leave for the following reasons as set forth in District Policy 5404.

- 1 1. For the birth of a child, and in order to care for the newborn child;
- 2 2. For the placement with the employee of a son or daughter for adoption or foster care;
- 3 3. To care for the employee's spouse, child, or parent who has a serious health condition; or
- 4 4. Inability of the employee to perform the functions of the employee's position due to a
- 5 serious health condition.

6
7 Twelve (12) weeks of unpaid leave shall start after all paid sick leave is exhausted. If the employee
8 chooses to use other paid leaves, the twelve (12) weeks of unpaid leave shall start after those paid
9 leaves are used.

10
11 When leave is based on a serious health condition (either the employee's or a family member's) the
12 written request must be supported by certification from a health care provider and provided in a timely
13 manner, generally fifteen (15) calendar days. Periodic recertification of the medical condition may be
14 required. Certification forms are available in personnel.

15
16 **Section 9.14. Domestic Violence Leave.**

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

24
25 **Section 9.15.**

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

33
34 Employees may not receive District paid leave concurrent with Paid Family and Medical Leave
35 benefits. Employees are required to submit verification of approval of Paid Family and Medical Leave
36 and coordinate dates of leave with Human Resources. The District is required to maintain health
37 insurance benefits during periods of approved PFML when there is at least one day of overlap with
38 FMLA. If an employee is not FMLA eligible and the employee has qualified for PFML through the
39 Employment Security Department, the District is required to maintain health insurance during periods
40 of approved PFML. Employees who have not yet met the SEBB hours requirement for medical benefit
41 eligibility or who are no longer anticipated to meet eligibility requirements and are on approved health
42 leave without pay may choose to continue their health insurance benefits by self-paying for
43 continuation coverage through Health Care Authority (COBRA).

44
45 The employees must provide notification of their intent to take leave. If an event is foreseeable, the
46 employee must provide 30 days' notice. If the event is unforeseeable, the employee must provide
47 notice as soon as the need for leave is known.

1 Leave Qualifiers: This benefit cannot be taken without a qualifying event and submission of a doctor's
2 certification to the Employment Security Department. Leave events can be family or medical, for
3 example:

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

7
8 SEBB eligibility rules and policies apply to employees on an approved leave of absence.
9
10
11

12 **ARTICLE X**

13 **PROBATIONARY, SENIORITY, AND LAYOFF PROCEDURES**

14 **Section 10.1.**

15
16 Seniority, as referenced herein, means seniority within the employee's current job classification or in
17 the case of layoff any job classification in which the employee has previously worked as a permanent
18 bargaining unit employee. Bargaining unit seniority rights begin on the employee's most recent first
19 day of regular (not substitute) employment within the bargaining unit, and classification seniority
20 begins on the most recent first day of regular (not substitute) employment in the specific job
21 classification. The seniority of an employee in the bargaining unit shall be established on the date the
22 employee began continuous daily employment (hereinafter "hire date") as approved by the Board of
23 Directors, unless such seniority shall be lost as hereinafter provided.
24
25

26 **Section 10.1.1. Breaking of Seniority Ties.**

27 The District provides a seniority list that ranks employees by their most recent hire date in their
28 current classification.
29

30 If two employees have the same hire date in their current classification, they are ranked
31 according to the following tiebreakers:
32

- 33 1. District hire date;
- 34 2. Oldest application date;
- 35 3. Alphabetical order of last name;
- 36 4. Alphabetical order of first name.

37
38 For bus drivers, ties will be broken based on the driver's most recent placement on the
39 substitute list described in Section 19.10.1.
40

41 **Section 10.2.**

42 Each new hire shall remain in a probationary status for a period of up to eighty (80) working days
43 following the hire date as defined in Section 10.1. At the end of forty (40) working days, the
44 supervisor will conference with the employee about his/her job performance. A written evaluation will
45 be completed prior to the end of the eighty (80) working day probationary period. During the
46 probationary period, any employee may be discharged at the discretion of the District.
47

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

3
4 Current employees who are awarded a new position must remain in the position for sixty (60) working
5 days and are not eligible to apply for another position until the sixty (60) days are completed.

6
7 **Section 10.3.**

8 A new hire employee will have full seniority rights effective with the hire date and will be subject to
9 applicable rights and duties contained in this Agreement.

10
11 **Section 10.4.**

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

- 13
14 A. Resignation;
15 B. Discharge for any reason contained in this Agreement;
16 C. Retirement; or
17 D. Transfer out of the bargaining unit.

18
19 **Section 10.5.**

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

- 21
22 A. Time lost by reason of industrial accident, industrial illness or jury duty;
23 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the
24 United States;
25 C. Authorized personal leaves not exceeding three (3) months;
26 D. Medical leaves not exceeding one (1) year. In the case of extended illness or injury, an
27 additional year may be granted; or
28 E. Time spent in layoff status.

29
30 **Section 10.6.**

31 Seniority rights shall be effective within the bargaining unit established in Article I of this Agreement
32 except as may hereinafter be provided.

33
34 **Section 10.6.1.**

35 For purposes of applying for new or open positions and layoffs, seniority rights shall be
36 effective within the general job classifications: Paraeducators, Service Workers,
37 Professional/Technical, Maintenance, Transportation, and Mechanics; provided, however, new
38 or open positions shall be filled by seniority subject to the provisions of this Article, within the
39 classification which the opening occurred; provided, further, if no one from that classification
40 applies for the job, consideration shall be given to all employees within the bargaining unit and
41 the position shall be filled by bargaining unit seniority subject to the provisions of this Article.

42
43 **Section 10.6.1.2. Clarification Regarding New or Open Positions.**

44 A new or open position is described as a position requiring the addition of personnel as
45 opposed to a program enhancement requiring the addition of hours in a building or titled
46 program. In the latter case, seniority will apply only within the building adding hours.
47 This section is for clarification of intent only and not intended to alter the general
48 seniority provisions of Article X.

1 **Section 10.6.2.**

2 The employee with the earliest hire date shall have preferential rights regarding shift selection,
3 vacation periods, promotions and/or transfers to new or open positions, and layoffs, when
4 ability or performance are substantially equal with other candidates. If the District determines
5 that preferential requirements are not governed because another candidate possesses ability and
6 performance greater than a senior employee or employees, the employee not selected for
7 promotions or transfers may meet with the Chief Human Resource Officer to discuss the
8 reasons for the decision. Any grievance filed over this section, in a seniority bypass situation,
9 would begin at level three (3), and, if possible, the supervisor/manager in charge of the
10 selection decision would be present.

11
12 **Section 10.7.**

13 The District shall publicize the availability of new or open positions and their location as soon as is
14 practicable after the District has been apprised of the opening. New or open positions shall not be
15 filled by the District until interested applicants have had at least five (5) business days to apply.

16
17 **Section 10.7.1.**

18 The District shall, when job posting periods are up, provide the Association with access to
19 name, hire date, and classification information on the successful bidder and on all employees
20 who bid for the available time.

21
22 **Section 10.7.2.**

23 Any person who is hired into an unfilled position and who worked in the position for more than
24 thirty (30) consecutive workdays shall receive Step 1 wages on Schedule A for that category,
25 beginning with the 31st consecutive workday.

26
27 **Section 10.8. Elimination of Permanent Position or Reduction of Permanent Work Hours.**

28 In the event an employee's permanent work hours are reduced to a level where the employee is no
29 longer eligible to receive insurance benefits, that employee may opt to either:

- 30
31 1. accept the reduction and remain in their current position; or
32
33 2. go into layoff status, in which case the employee will be placed on the reemployment list
34 under Section 10.9. Such employees have the right/responsibility to apply for any open
35 positions in which they are interested.

36
37 If an employee has multiple positions and one or more of those positions is reduced or eliminated
38 without a complete loss of hours, the employee will retain their remaining position(s) and will not be
39 considered to be in layoff status.

40
41 **Section 10.8.1. Reductions in Force.**

42 In the event a permanent position is eliminated, the most junior employee holding the same
43 permanent position, in the program (if applicable), in the building or department will be placed
44 in layoff status. In which case, the employee will be placed on the reemployment list under
45 section 10.9.

1 **Section 10.9. Layoff.**

2 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
3 District according to seniority within the classifications affected by such layoff. In the event that the
4 District re-establishes the layoff positions or makes additional classified positions available, such
5 employees who apply are to have priority over applicants from other classifications, substitute
6 employees, and applicants from outside the bargaining unit, by seniority if qualified, in filling any
7 opening within the classification(s) held prior to layoff. If performance or ability of an employee are a
8 concern, the requirement of Section 10.6.2. shall apply. Names shall remain on the reemployment list
9 for one (1) year.

10
11 **Section 10.9.1.**

12 Individuals whose names are on the reemployment list, who reject an offer with the District
13 which is substantially equal in hours [within one (1) hour of previous position unless the
14 position falls below four (4) hours] shall be removed from the reemployment list. Individuals
15 whose names are on the reemployment list, who elect to accept a position with the District
16 which is substantially less than the position previously held, if requested in writing within ten
17 (10) business days, shall remain an active name on the reemployment list.

18
19 **Section 10.9.2.**

20 An employee on layoff status shall file his address in writing with the Human Resource
21 Department of the District and shall thereafter promptly advise the District in writing of any
22 change of address.

23
24 **Section 10.9.3.**

25 All accrued benefits to which an employee was entitled at the time of layoff, including unused
26 accumulated sick leave, seniority, and longevity, will be restored to the employee upon return
27 to employment within one (1) year from the date of layoff. Seniority does not accrue while on
28 layoff status.

30
31
32 **ARTICLE XI**

33
34 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

35
36 **Section 11.1.**

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

41
42 **Section 11.1.1.**

43 Disciplinary actions by the District will follow a policy of progressive discipline unless the
44 severity or nature of the employee's behavior warrants more serious and immediate actions.
45 The progressive steps will normally be as follows:

- 46
47 1. Documented Warning
48 2. Written Reprimand



1 3. Suspension

2 4. Discharge

3
4 **Section 11.1.2.**

5 If the District has reason to discipline or discharge an employee, the employee shall have the
6 right to have a union representative, officer, or trustee at the discipline proceedings. No
7 disciplinary action may result from a meeting between an employee and a supervisor unless an
8 opportunity for representation has been afforded.
9

10
11
12 **ARTICLE XII**

13
14 **INSURANCE AND RETIREMENT**

15
16 **Section 12.1.**

17 The District agrees to provide insurance benefits to employees through the School Employees'
18 Benefits Board (SEBB). The District agrees to follow employee eligibility rules and provide funding
19 for all bargaining unit members and their dependents as required by State law, the State Operating
20 Budget, and the School Employees' Benefits Board (SEBB). Inclusive of employer funding will be the
21 payment of the retiree carve-out for all eligible employees.
22

23 The District offered SEBB benefits include:

24 Medical Plans

25 Dental Plans

26 Vision Plans

27 Basic Long-term Disability

28 Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
29

30 Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and
31 Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the
32 option of enrolling in a Health Savings Account (HSA) and Limited Purpose Flexible Spending
33 Arrangement (LPFSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their
34 medical insurance. In addition, employees will be able to utilize payroll deduction for any
35 supplemental insurance they choose to enroll in through SEBB (e.g., increased Life, AD&D, Long-
36 term disability, etc.).
37

38 **Section 12.1.1.**

39 Employees eligible for medical benefits through SEBB are responsible for the employee
40 premium deduction of their medical plan choice. Employee premiums will be deducted through
41 payroll deduction and paid to the Health Care Authority in accordance with the amount due as
42 billed by the Health Care Authority.
43

44 **Section 12.2.**

45 The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work the
46 minimum number of hours in a school year as defined by SEBB. Under SEBB rules, a school year
47 shall mean September 1 through August 31 and shall be referred to as the eligibility year.
48

1 **Section 12.3.**

2 The District shall provide for participation in the Washington State Public Employees' Retirement
3 System as required by State Law and Regulations and in accordance with Federal Law. The District
4 shall report all hours worked, whether straight time, overtime or otherwise.
5

6 **Section 12.4.**

7 Medical examinations and drug screens required as a condition of employment shall be paid by the
8 District (see District Administrative Procedure No. 5202P); provided, however, that the District will
9 designate a specific physician and clinic, or laboratory. The District will annually review and identify
10 the designated clinic. Department of Transportation (DOT) medical exams will be biennial or as
11 required by Federal Motor Carrier Safety regulations. Bus Drivers must also meet the State
12 requirements of WAC 392-144-102.
13
14

15 **ARTICLE XIII**

16 **PROFESSIONAL DEVELOPMENT**

17
18
19
20 **Section 13.1.**

21 In order to achieve individual competence and quality work performance, the District recognizes its
22 obligation to the professional development of the employee and agrees that each employee subject to
23 this Agreement shall be given adequate opportunities to develop his/her professional job skills and
24 knowledge. The designated administrator must give advance approval before the employee is to be
25 reimbursed.
26

27 Funds shall be provided in the amount of ten thousand dollars (\$10,000.00) per contract year.
28 Unused funds may be applied towards the District's contribution for each year of the contract. The
29 educational opportunities must meet the approval criteria in order for funding to be approved.
30 Employees are expected to seek building and program training funds before making requests under this
31 section.
32

33 **Section 13.2.**

34 The District shall provide orientation for all new employees of the District. Classified staff
35 development and in-service training will be an on-going process. Employees shall have input to their
36 immediate supervisor for classified staff development activities. PSE shall have opportunity for input
37 in planning for in-service. Regular wages shall be paid for time spent in mandatory in-service training
38 sessions or workshops. Employees will not suffer any loss of pay or leave for time spent in approved
39 in-service training sessions or workshops.
40

41 **Section 13.3.**

42 Annual training for Special Education drivers, regularly employed Special Education substitutes, and
43 those taking Special Education extra trips shall be required.
44

45 **Section 13.4.**

46 Per RCW 28A.413.040 all classified school employees working in an instructional paraeducator
47 position who work under the supervision of a certificated or licensed staff member to support and

1 assist in providing instructional and other services to students and their families must meet the
2 following minimum employment requirements by the date of hire for the 2019-20 school year:

- 3
- 4 1. Be at least eighteen (18) years of age and hold a high school diploma or its equivalent; and
- 5 2. a.) Have received a passing grade on the education testing service paraeducator assessment; or
- 6 b.) Hold an associate of arts degree; or
- 7 c.) Have earned seventy-two quarter credits or forty-eight semester credits at an institution of
- 8 higher education; or
- 9 d.) Have completed a registered apprenticeship program.

10
11 **Section 13.5. Paraeducator Training.**

12 During the 2019-2020 school year only, the district will provide two days (14 hours) of paid training
13 on the state paraeducator standards of practice for instructional paraeducators who have not completed
14 the Fundamental Course of Study (FCS) in another district within the state. The District will establish
15 the training schedule and location and will provide access to computers and other technology needed in
16 completing the FCS. The District will pay for fees associated to clock hours provided by Evergreen
17 School District.

18
19 The District will implement additional training for the Fundamental Course of Study in future school
20 years for which state funding is appropriated and only for the number of days that are funded by the
21 appropriation.

22
23 The paraeducator is responsible to complete filing requirements with the Superintendent of Public
24 Instruction of their completion of the Fundamental Course of Study.

25
26 **Section 13.6. Required Paraeducator Certificate.**

27 Upon completion of the required four-day (28 hours) Fundamental Course of Study, paraeducators are
28 then required to earn a General Paraeducator Certificate by completing an additional 70 hours of
29 general courses on the state paraeducator standards of practice. The General Paraeducator Certificate
30 must be completed within three (3) years of completing the FCS as outlined in WAC 179-11-040. The
31 General Paraeducator Certificate does not expire.

32
33
34
35 **ARTICLE XIV**

36
37 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

38
39 **Section 14.1.**

40 Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member
41 of the Association in good standing, shall maintain membership in the Association in good standing
42 during the term of this Agreement. Employees who wish to opt out of Association membership must
43 contact the Association directly.

44
45 **Section 14.2.**

46 PSE will be the custodian of the records related to dues authorizations and agrees that, as the custodian
47 of the records, it has the responsibility to ensure the accuracy and safe-keeping of those records.

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

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

7
8 **Section 14.4. Checkoff.**

9 The District shall transmit all dues and/or voluntary political contributions deducted to the Treasurer of
10 Public School Employees of Washington, SEIU Local 1948 on a monthly basis. The District shall
11 deduct local dues as established by the local PSE chapter.

12
13 **Section 14.5.**

14 For payroll purposes only, for employees who work in both PSE bargaining units, dues will be sent to
15 whichever unit the employee works the majority. However, membership in the unit is determined by
16 the recognition clause (Article I); not on which unit dues money is paid to.

17
18 **Section 14.6.**

19 The Association will indemnify, defend, and hold the District harmless against any claims made, and
20 any suit instituted against the District on account of any checkoff of Association dues or voluntary
21 political contributions.

22
23 **Section 14.7.**

24 The District agrees to accept employee authorization of dues by paper form, voice-authorization and E-
25 signature in accordance with “E-SIGN”. PSE Membership Department will provide a list of those
26 members who have agreed to union membership via any of the above methods. The PSE Membership
27 Department will be the custodian of the records related to dues authorization and agrees that, as the
28 custodian of the records, it has the responsibility to ensure the accuracy and safe-keeping of those
29 records.

30
31
32
33 **ARTICLE XV**

34
35 **GRIEVANCE PROCEDURE**

36
37 **Section 15.1.**

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

41
42 **Section 15.2. Grievance Steps.**

43
44 **Section 15.2.1.**

45 Step 1 - The employee shall first discuss the grievance with his/her immediate supervisor. If
46 the employee wishes, he/she may be accompanied by an Association representative at such
47 discussion. All grievances not brought to the immediate supervisor in accordance with the



1 preceding sentence within twenty (20) business days of the occurrence of the grievance, except
2 during spring and winter breaks, shall be invalid and subject to no further processing.

3
4 **Section 15.2.2.**

5 Step 2 - If the grievance is not resolved to the employee's satisfaction in accordance with
6 Step 1, the employee shall reduce to writing a formal statement of the grievance containing the
7 following:

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

13
14 Step 2 must take place within ten (10) business days after the informal discussion in Step 1,
15 except during spring and winter breaks, or the grievance will be considered invalid and subject
16 to no further processing. District level management will have five (5) business days from
17 submission of this statement to resolve it by indicating on the statement the disposition. If an
18 agreeable disposition is made, all parties to the grievance shall sign.

19
20 **Section 15.2.3.**

21 Step 3 - If no settlement has been reached within the five (5) days referred to in the preceding
22 subsection Step 2, and the Association believes the grievance to be valid, the President of the
23 Association or Designee will submit PSE's formal written statement of grievance within fifteen
24 (15) business days, except during spring and winter breaks, to the District Superintendent or the
25 Superintendent's designee. After such submission, the parties will have fifteen (15) business
26 days from submission of the written statement of grievance to resolve it by indicating on the
27 statement of grievance the disposition. If an agreeable disposition is made, all parties to the
28 grievance shall sign it.

29
30 **Section 15.2.4.**

31 Step 4 - If no settlement has been reached within the fifteen (15) business days referred to in
32 the preceding subsection, except during spring and winter breaks, and the Association believes
33 the grievance to be valid, the employee may demand arbitration of the grievance. The
34 grievance may be submitted by the Association to final and binding arbitration within fifteen
35 (15) business days from receipt of the District response or within fifteen (15) business days
36 from the end of the fifteen (15) day waiting period referred to in the previous sub section. Such
37 arbitration shall be conducted by an arbitrator under the rules and administration of the
38 American Arbitration Association. The parties to this Agreement shall then be bound by the
39 rules and procedures of the American Arbitration Association. During the arbitration under this
40 step, neither the District nor the grievant will be permitted to assert any grounds not previously
41 disclosed to the other party.

42
43 **Section 15.2.4.1.**

44 Costs of arbitration for any seniority bypass grievance filed under Section 10.6.2, with
45 the exception of respective attorney fees and related costs, shall be borne by the loser of
46 such arbitration. All arbitrator's fees shall be paid by the Union unless the arbitrator
47 determines that the grievant shall be placed in the position at issue or orders the
48 grievant's placement in a comparable position or in the position sought, when vacated.

1 **Section 15.3.**

2 The grievance or arbitrations shall take place whenever possible on school time. The employer shall
3 not discriminate against any individual employee or the Association for taking action under this
4 Article.
5
6
7

8 **ARTICLE XVI**

9
10 **TRANSFER OF PREVIOUS EXPERIENCE**
11

12 **Section 16.1.**

13 When an employee leaves one K-12 school district within the State and within six (6) calendar months
14 (not including July and August) commences regular employment with another K-12 school district
15 within the State, the employee shall retain the same longevity, leave benefits, and other benefits that
16 the employee had in his/her previous position; PROVIDED, that the position is similar in occupational
17 status (similar titled position). Employees who transfer between districts shall not retain any seniority
18 rights other than longevity from the previous district when leaving one K-12 school district and
19 beginning employment with another. If the Evergreen Public Schools has a different system for
20 computing leave benefits, and other benefits, then the employee shall be granted the same longevity,
21 leave benefits, and other benefits as a person in the Evergreen Public Schools who has similar
22 occupational status (similar titled position) and total years of service.
23

24 Written documentation from the transferring district, which shall include the position title(s) and
25 specific length of service, must be submitted to the Human Resource Department at the time of
26 employment.
27

28 **Section 16.1.1.**

29 When a regular permanent employee leaves the district resulting in the loss of longevity and
30 returns within six (6) calendar months, the provisions of Section 16.1 will apply.
31

32 **Section 16.2.**

33 Any new hire, not covered under Section 16.1, shall be permitted to transfer one-half (½) year for each
34 full year of prior similar work experience up to a maximum of three (3) years experience credit on
35 Schedule A.
36
37
38

39 **ARTICLE XVII**

40
41 **SALARIES AND EMPLOYEE COMPENSATION**
42

43 **Section 17.1.**

44 Salaries for employees subject to this Agreement, during the term of the Agreement, are contained in
45 Schedule A attached hereto and by this reference incorporated herein.
46
47

1 **Section 17.2.**

2 Salaries contained in Schedule A shall be for the entire term of this Agreement, subject to the terms
3 and conditions of Section 22.3. Should the date of execution of this Agreement be subsequent to the
4 effective date, salaries, including overtime, shall be retroactive to the effective date.

5
6 **Section 17.2.1.**

7 Retroactive pay, where applicable, shall be paid on the first regular pay day following
8 execution of this Agreement, or in the case of retroactive pay resulting from negotiations
9 pursuant to Section 22.3, on the first regular pay day following agreement on such schedule.

10
11 **Section 17.3.**

12 Errors in salary amount which result in under payment must be corrected in the current payroll period
13 if notification is received in the payroll office by the tenth (10th) of the month. Subsequent checks
14 shall then bear the correct monthly salary. In the event of over payment, the employee will be
15 contacted. The overpayment shall be deducted as per RCW 49.48.200 and RCW 49.48.210, or any
16 greater amount mutually agreed upon.

17
18 **Section 17.4.**

19 If increments are to be paid, the employee is eligible only if he/she worked at least six (6) months prior
20 to the effective date of the increment.

21
22 **Section 17.4.1. 10-Year Longevity Step.**

23 A longevity step of two percent (2%) shall be granted for those employees who have completed
24 ten (10) years of service.

25
26 **Section 17.4.2. 15-Year Longevity Step.**

27 A longevity step of two percent (2%) shall be granted for those employees who have completed
28 fifteen (15) years of service.

29
30 **Section 17.4.3. 20-Year Longevity Step.**

31 A longevity step of two percent (2%) shall be granted for those employees who have completed
32 twenty (20) years of service.

33
34 **Section 17.4.4. 25-Year Longevity Step.**

35 A longevity step of two percent (2%) shall be granted for those employees who have completed
36 twenty-five (25) years of service.

37
38 **Section 17.5.**

39 When employees transfer from one position to another, within the same bargaining unit, they shall
40 retain District seniority rights. Where possible they shall be placed on the salary step at the pay rate
41 closest to, but not lower than, their current rate. If their current rate includes longevity steps, they shall
42 be placed on the salary step at the pay rate closest to, but not lower than, the top step of their current
43 pay level (not including longevity). The respective longevity percentage(s) will then be applied to the
44 new pay step. Employees transferring to lower level positions shall be placed at the pay rate closest to,
45 but not higher than, their current rate (not including longevity, unless it applies).

1 **Section 17.6. English Language Learners (ELL) and Immersion Paraeducator Positions.**

2 Should the District determine that a specialty language is needed, it shall be noted on the posting. If a
3 specialty language is noted and the Paraeducator possesses sufficient ability in the specialty language
4 as determined by passing a fluency test given by the District that does not exceed the requirements of
5 the State of Washington or bypassing the State certification exam, they shall be placed on the
6 Professional Technician Class IV rate of pay on Schedule A. The District has the right to move an
7 employee who possesses a specialty language from location to location in order to best serve the needs
8 of the students.

9
10 **Section 17.7. Placement of Cascadia Tech Academy Paraeducators on the Professional**
11 **/Technical Pay Scale.**

- 12
13 1. A minimum of an Associate’s Degree in a major related to the Skills Center occupation
14 area; or
15 2. Have completed a State approved Apprenticeship and has earned a "journey” person's
16 certificate/card; or
17 3. Have completed and holds a current State or National Certification recognized by the
18 occupation or industry; or
19 4. Currently holds a Career and Technical Education Teaching Certificate related to the
20 occupation area; or
21 5. Newly-hired paraeducators at the Skills Center must have a minimum of nine and three-
22 quarter years (19,500 hours) of work experience directly related to the occupational skills
23 and knowledge being taught in the Skills Center program curriculum. A minimum of
24 2,000 hours of the work experience must have occurred within the last three years.

25
26 **Section 17.8.**

27 An Apprentice Mechanic may obtain journeyman status by successfully passing five (5) of the six (6)
28 ASE medium/heavy duty truck/bus tests, and has worked as an apprentice mechanic for a minimum of
29 three (3) years or mechanics may substitute technical schooling for time and years.

30
31 **Section 17.9. Master Mechanic.**

32 Those mechanics who obtain and maintain certification as a Master School Bus Mechanic through the
33 National Institute for Automotive Service Excellence (ASE), will receive one dollar and fifty cents
34 (\$1.50) per hour over their regular wage. If their regular wage includes longevity, then the one dollar
35 and fifty cents (\$1.50) per hour will be added after longevity has been calculated.

36
37 **Section 17.10. Transportation Mechanics Tool Allowance.**

38 The District shall establish a fund in the amount of six hundred dollars (\$600.00) per mechanic to
39 replace or purchase new employee-owned hand tools and equipment used by the employee during his
40 or her normally assigned duties; provided, the tools or equipment are stored on District premises.
41 Mechanics must have prior approval from the supervisor in charge and provide receipts for new tools
42 or equipment. A complete tool and equipment inventory shall be provided to the supervisor by each
43 mechanic and updated when needed. Any allowance left over at the end of August cannot be carried
44 over to the next fiscal year. The district shall determine the means by which such tools and equipment
45 are to be kept secure. In subsequent years of the Agreement, the District and Association will review
46 the use of this fund to determine an appropriate higher or lower level of funding.

1 **Section 17.11.**

2 Employees subject to this Agreement who are required in the course of their employment to use their
3 personal vehicles shall be reimbursed by the District for mileage at maximum IRS allowable rate (with
4 no retroactivity).

5
6 **Section 17.12.**

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

- 8
- 9 a. the position works a minimum of four (4) days per week;
- 10 b. the position is not variable hours (i.e. up to ten hours per week);
- 11 c. the position has a set work calendar;
- 12 d. the employee is not on unpaid leave; and
- 13 e. the employee began working in the position prior to April 1;

14
15 Transportation employees (excluding year-round employees) will not have the option of spread pay.

16
17 **Section 17.13. Asbestos Removal Compensation.**

18 The District will pay one hundred (\$100) dollars per abatement situation for employees assigned by a
19 supervisor to perform asbestos abatement. An employee must maintain required certification to be
20 eligible.

21
22 **Section 17.14. High Lift Operations.**

23 Employees assigned to work in High Lift Operations at a height in excess of forty (40) feet for boom
24 and scissor lifts and twenty-five (25) feet for mast lifts will have a spotter in the immediate working
25 area.

26
27 **Section 17.15. Fingerprinting.**

28 Upon successful completion of probation, newly hired employees may be reimbursed one time for the
29 cost of the fingerprint background check if it was obtained for the purposes of their current position
30 and the background check was completed within six months prior to the hire day. Employees may
31 request reimbursement within 60 days of successful completion of probation.

32
33
34
35 **ARTICLE XVIII**

36
37 **STAFF PROTECTION**

38
39 **Section 18.1.**

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

- 43
- 44 A. There must be proof submitted that the employee has insurance. An employee must exhaust
45 his/her own insurance recovery possibilities before being eligible for reimbursement under
46 this provision. A copy of the employee's homeowner's/auto insurance is required.
- 47
- 48 B. There must be filed with the Human Resource Department within twenty (20) calendar days
49 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 value at 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 clear acts of vandalism to automobiles will be reimbursed subject to the provisions above.

Section 18.2.

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 claim, if justified.

Section 18.3.

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.

ARTICLE XIX

TRANSPORTATION

Section 19.1.

Recognizing that personnel in the Transportation classification present special shift problems, the parties agree that shifts shall be established in that classification in relation to routes and driving times requisite to fulfilling tasks assigned by the Transportation Director; provided, however, that employees in the Transportation classification shall be entitled to benefits of Section 7.3 to the same degree as any other employee; and provided further that all bus drivers shall receive pay for thirty (30) minutes per day for the purpose of clean-up and bus warm-up and required State bus reports, in addition to actual hours of driving time. In order to receive extra compensation for bus cleaning above and beyond thirty (30) minutes, a "Request for Extra Compensation Form" must be filled out and approved by the Transportation Director. All trips other than regular daily scheduled route packs shall be compensated at the employee's driving rate. However, bus drivers shall be subject to the provisions relative to overtime hereinafter provided. If there are thirty (30) minutes or less between assignments, (including mandatory meetings), the driving rate shall continue uninterrupted. Drivers and bus duty assistants will receive a minimum of one (1) hour pay for each duty call. A duty call is defined as any work other than the normal work shift and workday, noncontiguous with the normal work shift or workday. Pay will continue uninterrupted through morning (a.m.) home-to-school runs and afternoon (p.m.) school-to-home runs.

Section 19.1.1.

Drivers will be paid for three (3) hours for preparation of their bus for the State inspection.



1 **Section 19.1.2.**

2 All drivers subject to this Agreement will be paid a minimum of five (5) hours daily, with the
3 exception of work that falls between the last day of school and first day of school. Any work
4 during this period will be paid for actual hours worked plus thirty (30) minutes per day for the
5 purpose of clean-up and pre-trip, with the minimum being three (3) hours. Partial days during
6 the school year, when only one (1) school in the District is in session, will be paid at a
7 guaranteed five (5) hours only. This shall include any guaranteed routes.

8
9 **Section 19.1.2.1.**

10 The District will pay drivers the equivalent of one (1) extra day for driving their route,
11 contacting parents (if applicable), and organizing their route book to include written
12 instructions at the beginning of the year. The amount of paid time will be based on all
13 assignments signed on by driver on original bid day.

14
15 **Section 19.1.2.2.**

16 All cleaning supplies shall be provided by the district.

17
18 **Section 19.1.3.**

19 When substituting on a special education route, regular drivers who substitute will be paid
20 his/her own route pack time or special education route pack time, whichever is greater.

21
22 **Section 19.1.4.**

23 Paid time for early-release days will be as follows:

- 24
- 25 1. During District-wide and Elementary Early-Release schedules, drivers paid time will
26 end after the AM home-to-school runs. Paid time will resume at the beginning of the
27 school-to-home runs, the driving rate will continue to be paid if there are sixty (60)
28 minutes or less between assignments (including activity runs).
 - 29 2. During secondary early-release schedules, the driving rate will continue to be paid if
30 there are sixty (60) minutes or less between assignments.
- 31
32

33 **Section 19.1.5.**

34 In calculating daily hours, in transportation, time shall be exact. The total hours will be
35 rounded to the nearest one hundredth (1/100) hour.

36
37 **Section 19.1.6.**

38 For pay purpose only, the Transportation Department work week shall be designated as Sunday
39 through Saturday. If an employee is on a run and he/she will go into overtime before the run is
40 complete, the employee will be paid overtime for all subsequent, continuous hours of work,
41 even if the run carries over from Saturday to Sunday. If an employee is on a Saturday run that
42 overlaps into Sunday before the run is complete, all subsequent, continuous hours of work that
43 overlap into Sunday will be counted and paid as hours worked on the Saturday when the run
44 began.

45
46 **Section 19.1.7.**

47 If extra trips are not canceled by noon the day before departure, the driver will be paid for the
48 hours scheduled up to a maximum of five (5) hours per occurrence per driver.

1 If overnight trips are not cancelled seventy-two (72) hours before the trip departs, driver will be
2 paid for the first five (5) hours of the scheduled trip. If such trips are not cancelled twenty-four
3 (24) hours before the trip departs, the driver will be paid for the first eight (8) hours of
4 scheduled trip time. The provisions of this section do not apply to trips that are cancelled due to
5 weather or emergency situations.
6

7 **Section 19.1.8.**

8 The following will prevail on overnight trips:
9

- 10 1. Day of departure, if preempted: Driver will be guaranteed pay for his/her route pack, if
11 total trip time is less than the route pack.
12
- 13 2. A regular workday, (Monday-Friday), non-driving: Driver will be guaranteed his/her
14 route pack time.
15
- 16 3. Weekend day (Saturday and/or Sunday): Driver to be guaranteed pay for a minimum of
17 a five (5) hour day whether driving or not.
18
- 19 4. Return day on weekend: Driver to be guaranteed five (5) hours minimum. If driver is
20 returning on a regular scheduled workday, the driver is to be guaranteed regular route
21 pack time. The Transportation Department will work out and share with drivers a
22 procedure for requesting extension of time in motels in situations where leave time is
23 later than anticipated.
24

25 **Section 19.2. Route Packs.**

26 Route packs shall be established by the Transportation Director at the beginning of the school year.
27 Route packs shall be established to provide the most hours in the shortest workday as is feasible. These
28 route packs shall be selected by drivers, in accordance with seniority, prior to the beginning of the
29 school year. In the event an employee is not available at bid time, the employee may submit a proxy
30 list of routes and additions. If a list is not available, the employee will be assigned the non-special ed
31 route with the most time.
32

33 All drivers will have the opportunity to bid on all extra work up to a maximum of forty (40) hours per
34 week.
35

36 All route packs will be guaranteed the original bid time. Any route that has had an activity run added to
37 make up the five (5) hour minimum route pack will be paid run through time as a school-to-home run.
38

39 No bumping or changes in drivers from one route pack to another shall be made prior to the October
40 realignment. Any new or regular route pack, which becomes open after bid day in August, will be
41 filled by substitutes until the October realignment.
42

43 **Section 19.2.1.**

44 The Employer and the Association recognize each other's mutual interest by maintaining a
45 combination of predetermined route packs and individually arranged route packs.
46
47

1 In appreciation of that goal, it is agreed that when the Employer considers the feasibility of
2 combining extra assignments with particular route packs, the following issues will be given
3 consideration.

- 4
- 5 1. The efficiency of the transportation system as envisioned in Article II of the
6 Collective Bargaining Agreement.
- 7
- 8 2. The ability of drivers to bid on extra assignments in order for them to build a forty
9 (40) hour work week.
- 10
- 11 3. The need to provide sufficient equipment and drivers to cover field trips.
- 12

13 In making these judgments, the Employer recognizes the right of employees to exercise
14 seniority and the Association recognizes the Employer's rights to manage the transportation
15 system.

16 The Employer also agrees to give Association representatives and drivers sufficient time to
17 review route packs prior to bidding and to give timely consideration to individual requests to
18 combine assignments.
19

20 **Section 19.3.**

21 An opportunity to bid for realignment will occur no later than the third week of October on the district-
22 wide early release, if applicable. (In the event of a work stoppage, realignment will occur no later than
23 six (6) weeks from the first day school begins.). The October realignment will consist of all new or
24 open route packs that become available after August bid day, including routes that have had a gain of
25 an average of two (2) hours and thirty (30) minutes per week and all posted extra work, i.e., shuttles,
26 activities routes, etc. The bid sheets will be made available at least two (2) days prior to the October
27 realignment whenever possible.
28

29 All drivers will be involved in the October realignment subject to the following conditions.
30

31 A driver must meet one of the following conditions:
32

- 33
- 34 1. Their time could be bettered by an average of one (1) hour and fifteen (15)
35 minutes per week on a new or open route pack.
- 36 2. The route pack originally bid by the driver has been lost.
- 37
- 38 3. The driver did not bid during the original bidding process.
- 39
- 40 4. School runs added that do not fit within the time slot (high school, middle school,
41 early elementary, late elementary, and activity runs) of the originally bid route
42 pack.
- 43
- 44 5. If a driver presently has an activity run that has been attached to his/her route pack
45 to fill in the five (5) hour minimum, a driver may bid on a new or open route pack.
46
47

1 **Section 19.4.**

2 After October realignment, a route pack that increases by an average of two (2) hours and thirty (30)
3 minutes or more per week will be posted as open. The driver coming off the open route pack shall be
4 able to bump onto another route pack based upon seniority. The changes shall take place within seven
5 (7) days following the verification of time gain. The verification shall be done by the Transportation
6 Director or designee(s). In order to bid on a new or open route pack, after realignment, the driver
7 must:

- 8
- 9 A. Better his/her time by, one (1) hour and fifteen (15) minutes per week; or
 - 10
 - 11 B. Bid on same time, or less time, if a driver presently has an activity run that has been
12 attached to his/her route to fill in the five (5) hour minimum; or
 - 13
 - 14 C. Drivers may bid off all forty (40) hour route packs onto a posted new non forty (40) hour
15 route pack that becomes available after the October realignment, regardless of the time on
16 that new route pack.
 - 17

18 After realignment, any school runs added to a regular education route pack must fall within the time
19 slots of the driver's original bid, unless the change is approved by the driver.

20

21 **Section 19.4.1.**

22 Any new or open route pack which becomes open after the bid day in August will be filled by
23 substitutes until posted.

24

25 **Section 19.5.**

26 A route pack that increases by an average of two (2) hours and thirty (30) minutes per week will be
27 posted as an open route. Time sheets must reflect two (2) full weeks of time gained before posting or
28 bumping will occur. New or open routes will be posted within seven (7) calendar days. Trustees shall
29 be notified of any such increases or additions by the immediate supervisor or dispatcher. Additional
30 route packs in Transportation shall also be considered new positions and shall also be posted in
31 accordance with this provision. The requirements of posting a vacancy may be waived if the senior
32 driver eligible to bid on the position is appointed to fill the vacancy. The Dispatcher, with approval of
33 the Transportation Director, shall assign the additional run or increased time to the route pack which
34 he/she feels compliments the existing route pack.

35

36 **Section 19.6. Trips.**

37 All trips other than regularly scheduled daily route packs will be posted and then assigned in strict
38 compliance with the seniority provisions of this Agreement:

39

40 **Section 19.6.1.**

41 No driver, except special education trained drivers shall be assigned to transport handicapped
42 students.

43

44 **Section 19.6.2.**

45 No driver shall be eligible for such trips when it would require a driver to work in excess of
46 forty (40) hours in any workweek [eligibility will be based on forty (40) hours minus the total
47 weekly average route pack time]. Drivers may not apply any guaranteed paid time (coded 04
48 time) towards pre-empt trips in order to stay within the 40-hour work week requirement or

1 require the driver to pre-empt his regularly assigned route pack, unless such pre-emption is
2 deemed necessary by the District or the following conditions are met.

3
4 **Section 19.6.3.**

5 Drivers may pre-empt a route pack for any trip that is at least sixty (60) radius miles one way
6 from the transportation center or for overnight or weekend trips or trips that are scheduled to be
7 eight (8) hours or more. These trips will be posted as “pre-empt.” Drivers may be required to
8 drive half days, the day of pre-empt trips, if substitutes are not available. A driver, whose route
9 pack has been pre-empted, will be paid his/her route pack time, or the amount earned for the
10 extra trip, whichever is greater.

11
12 **Section 19.6.3.1.**

13 Fifth (5th) grade environmental trips going to the Columbia River Gorge will be posted
14 as “pre-empt.” Drivers must better their average daily route time to qualify.

15
16 **Section 19.6.4.**

17 The Transportation Director may arrange at his/her discretion the pre-emption of additional
18 unpaid days as needed in order for drivers to comply with the forty (40) hour workweek
19 requirement.

20
21 **Section 19.6.5.**

22 These extra trips shall be available first to bargaining unit employees. All extra trips will be
23 paid over and above regular route pack time if the driver has fully worked his/her regularly
24 scheduled hours.

25
26 **Section 19.6.6.**

27 A driver, who drives a bus other than his/her own, for a trip, during the regular workweek, shall
28 receive thirty (30) minutes for the purpose of pre-trip inspection, post-trip inspection, cleanup,
29 fueling, and required paperwork in addition to actual hours of driving time.

30
31 **Section 19.6.7.**

32 In order to receive extra compensation for bus cleaning, above and beyond the thirty (30)
33 minutes, a “Request for Extra Compensation” form must be filled out and approved by the
34 Transportation Director.

35
36 **Section 19.7.**

37 When possible, by 8:00 a.m. of the last school day of each week, all trip requests with the completed
38 information will be posted through Saturday of the following week, to allow drivers to plan for a full
39 week. Any trips posted less than five (5) calendar days prior to the trip will be printed on paper of a
40 different color. All trip requests received less than twenty-four (24) hours prior to the trip departure
41 time will be placed on the hot board. Some trip requests received less than forty-eight (48) hours prior
42 to departure time will be placed on the hot board depending on the circumstances (i.e., distances,
43 number of buses needed, etc.). Such trips shall be awarded one (1) workday prior to the time of
44 departure, except in the case of emergencies, to the senior driver signing up. A driver missing a full
45 day of work will not be eligible for any extra trips that day nor upon the day he/she returns to work,
46 except for trips posted on the hot board the day the driver returns. Exceptions will be for work that is
47 missed due to personal leave absences with the prior approval of the Transportation Director. In order
48 to trip upon returning to work, a request form must be approved by the Transportation Director. A map

1 indicating directions and address of destination shall be provided upon request to all drivers taking
2 extra trips outside the District. Whenever possible, overnight trips shall be posted no later than eight
3 (8) calendar days prior to date of trip, and trip will be assigned five (5) calendar days prior to trip day.
4

5 **Section 19.7.1.**

6 Drivers may have other drivers sign trips for them provided the person signing (initials)
7 showing someone other than the driver signed. Drivers will be responsible for any
8 miscommunications.
9

10 **Section 19.7.2.**

11 Summer trips will be assigned by telephone between 7:00 a.m. and 10:00 a.m. on Mondays,
12 Tuesdays, and Thursdays prior to date of departure. (Monday assignments will be for Tuesday
13 trips, Tuesday assignments will be for Wednesday and Thursday trips, and Thursday
14 assignments will be for Friday through Monday trips, whenever possible.) Drivers who turn
15 down a trip will not be called again until the following day. If the driver is called and there is
16 no answer, it will be considered a decline.
17

18 **Section 19.8. Use of Charter Buses.**

19 The District shall minimize and limit the use of charter buses. District will maintain an adequate
20 number of available substitute drivers and will add training sessions as needed in order to avoid the use
21 of charter buses. In the following situations, charter buses may be used:
22

- 23 A. When there are no bargaining unit employees, either substitute or regular drivers, available.
- 24
- 25 B. When the length of the trip is three (3) hours or more in one direction as determined by
26 approved-mapping software; starting point being transportation address direct to final
27 destination address.
- 28
- 29 C. For state competitions.
30

31 **Section 19.8.1. Scheduling Charter Buses.**

32 The use of all charter buses involving school district students will be monitored by the
33 Transportation Supervisor or his/her designee. The PSE president will be notified whenever a
34 charter bus is used prior to the date of departure.
35

36 **Section 19.9.**

37 The current "Causes of Disciplinary Action and Discharge" shall be contained in the Transportation
38 handbook and are hereby incorporated into this Agreement.
39

40 **Section 19.10. Substitute Bus Drivers.**

41 **Section 19.10.1.**

42 The Employer shall establish and maintain an "extra pool" consisting of all substitute bus
43 drivers placed on a substitute list by most recent date officially released to drive for Evergreen
44 Public Schools first, then application date, and then alphabetical order by last name; if last
45 name is identical, then by first name. The most senior substitute bus driver shall have the first
46 opportunity for assignments projected to last longer than ten (10) working days. Work
47

1 assignments shall be based on a rotating roster, except, an employee scheduled to work and
2 whose work is cancelled, will remain at the top of the list.

3
4 **Section 19.10.2.**

5 Substitute bus drivers will receive a minimum of one (1) hour pay for each duty call (only work
6 other than the normal work shift and workday, noncontiguous with the normal work shift and
7 workday). Substitute bus drivers who report for a normal work shift (route pack) will receive a
8 minimum of two (2) hours' drive pay for AM and two (2) hours' drive pay for PM or route
9 pack time whichever is greater.

10
11 **Section 19.10.3.**

12 When a substitute bus driver is hired as a temporary or permanent employee, the probationary
13 period will be reduced to forty (40) working days, provided that person was employed as a
14 substitute bus driver for at least twelve (12) months prior, and a new seniority date will be
15 established as of that date.

16
17 **Section 19.10.3.1.**

18 Substitute bus drivers will be paid thirty (30) minutes per day for the purpose of clean-
19 up, pre-trip, and paperwork even for partial days worked. Substitute bus drivers will
20 also be paid three (3) hours of drive time for preparation of their assigned bus for the
21 annual deep cleaning associated with State inspection.

22
23 **Section 19.10.4.**

24 Substitute bus drivers shall be covered by Section 1.2.1; Sections 19.10 through 19.10.6;
25 Article VI, Section 6.2; Article XIV; Article XV; and Article XVIII. Substitute bus drivers
26 shall be eligible to participate in Washington State Public Employees Retirement System to the
27 extent required by State law. Substitute bus drivers shall be paid the rate of pay designated for
28 substitute bus drivers under Schedule A.

29
30 **Section 19.10.5.**

31 Substitute bus drivers shall undergo a pre-employment physical and drug screen through the
32 District's designated physician at the District's expense.

33
34 **Section 19.10.6.**

35 After being hired as a substitute bus driver, substitute bus drivers shall be compensated for all
36 time spent in driver's training required by the District.

37
38
39
40 **ARTICLE XX**

41
42 **TEMPORARY STATUS**

43
44 **Section 20.1.**

45 A temporary position is one created by the District for a minimum period of more than thirty (30)
46 consecutive workdays up to a maximum period of the remainder of the current school/fiscal year.

1 **Section 20.1.1.**

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).
- 7 D. Extenuating circumstances created by legal issues.
- 8

9 **Section 20.2.**

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

11 exists.

12

13 **Section 20.3.**

14 Temporary employees are not subject to layoff protection or recall rights under the layoff provision.

15

16 **Section 20.3.1.**

17 If the District approves, in writing, a permanent employee to be placed in a temporary position,

18 the permanent employee will be returned to his/her regular position at the end of the temporary

19 assignment. In all other instances where the permanent employee applies for and is granted a

20 temporary position, he/she will not have the right to the original position once the temporary

21 position has expired.

22

23 **Section 20.4.**

24 Permanent and temporary positions will be posted as required by the Collective Bargaining

25 Agreement.

26

27 **Section 20.4.1.**

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

29

30 **Section 20.4.2.**

31 If a position is temporary during a school year, and is reestablished at the beginning of the next

32 school year (with the exception of extenuating circumstances created by legal issues or special

33 pilot programs), the position shall be posted from temporary to permanent status. Categorical

34 funded positions will qualify under this section for temporary postings.

35

36 If the same employee continues with the same position title with no interruption in service

37 (other than the regular summer break), the hire date would remain with the date on which

38 he/she began temporary employment in that position. If the same employee returns in a

39 different position title, a new probationary period will be served.

40

41 **Section 20.4.2.1. Overload Classroom Assistants.**

42 Overload positions will always be temporary positions regardless of duration and will

43 not be posted from temporary to permanent from one school year to the next.

44

45 **Section 20.5.**

46 Employees hired for temporary positions that the District posts for an anticipated work period of the

47 minimum number of hours as defined by SEBB per year, will be eligible to enroll in benefits under SEBB

48 from the hire date, assuming the District expects the position to continue beyond sixty (60) working days.

1 **Section 21.4.**

2 Positions posted (including summer transportation routes and trips) for summer work, during specific
3 days of summer break, are eligible for July 4 holiday pay as long as summer hours also meet criteria in
4 Sections 8.1 and 8.1.1.
5
6
7

8 **ARTICLE XXII**

9 **TERM AND SEPARABILITY OF PROVISIONS**

10
11
12 **Section 22.1.**

13 The term of this Agreement shall be September 1, 2022 to August 31, 2025.
14

15 **Section 22.2.**

16 All provisions of this Agreement shall be applicable to the entire term of this Agreement
17 notwithstanding its execution date, except as provided in the following section.
18

19 **Section 22.3.**

20 This agreement may be reopened and modified at any time during its term upon mutual consent of the
21 parties in writing; provided, however, that all State increases for classified salaries and benefits shall
22 be passed through for each year of this agreement. This agreement shall be reopened by mutual
23 consent as necessary to consider the impact of any legislation enacted following execution of this
24 agreement which may arguably affect the terms and conditions herein or create authority to alter
25 personnel practices in public employment.
26

27 **Section 22.3.1. Schedule A.**

28 Effective September 1, 2022, all wages on the attached Schedule A have been increased an
29 additional percentage as listed below, in addition to the longevity improvements on the
30 Schedule A:
31

32 **Paraeducators** – All Classes 12%; an additional \$1.50 per hour will be allocated to
33 paraeducators at Hollingsworth Academy.

34 **Professional Technicians** – All Classes 6%; an additional \$1.50 per hour will be allocated to
35 Registered Behavior Technicians, Transition Coaches and Therapeutic Intervention Coaches at
36 Hollingsworth Academy.

37 On the Professional Technicians salary schedule, increase the lead stipend to \$3.00.

38 **Service Workers** – All Classes 6%

39 **Maintenance** – All Classes 6%

40 The classification of Crafts shall be renamed Crafts I and a new classification shall be entitled
41 Crafts II, comprising of HVAC, Plumber and Electrical Workers. It will be compensated at an
42 additional fifty cents (\$.50) an hour above the Crafts I.

43 **Transportation** – All Classes 5%. Driver Trainers, Assistant Dispatcher and Assistant Driver
44 Trainer shall receive an additional 2% increase to Steps 2 – 6, to be calculated cumulatively.
45 Bus Drivers shall receive an additional 1.5% increase to Steps 2 – 6, to be calculated
46 cumulatively.

47 **Mechanics** – All Classes 6%;
48



1 Effective September 1, 2023, all wages on Schedule A shall be increased by three percent
2 (3.0%) plus IPD for Paraeducators and one percent (1.0%) plus IPD for all other classifications.

3
4 Effective September 1, 2024, all wages on Schedule A shall be increased by one percent (1.0%)
5 plus IPD.

6
7 **Section 22.3.2.**

8 The union/district shall have the right to open the contract at any time to deal with Health
9 Insurance issues related to compliance with state or federal law and/or potential employee
10 eligibility for subsidies or tax credits from the Federal government. The District agrees to
11 cooperate with the union to the extent that the union requests do not cause the District to incur
12 fines, taxes, sanctions or any substantial negative financial impact.

13
14 **Section 22.4.**

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

17
18 **Section 22.5.**

19 Neither party shall be compelled to comply to any provisions of this Agreement which conflicts with
20 State or Federal statutes or regulations promulgated pursuant thereto. In the event any of the terms of
21 this Agreement are affected by subsequent Federal or State laws or government decree, such terms of
22 the Agreement shall be modified so as to conform to the requirement of such law. All other provisions
23 of this Agreement shall continue in full force and effect.

24
25 **Section 22.6.**

26 In the event either of the foregoing sections is determined to apply to any provision of this Agreement,
27 such provisions shall be renegotiated pursuant to Section 22.3.

28
29 **Section 22.7. Noon Custodians.**

30 Noon custodians shall retain their employment as District employees until such time as they resign,
31 retire, or are terminated. Any vacancies occurring in noon custodian positions may be subcontracted to
32 the District's custodial subcontractor. The District shall exercise due care to assure that current
33 employees under this provision are protected in their rights to employment without discrimination or
34 harassment.

SIGNATURES

PUBLIC SCHOOL EMPLOYEES
OF EVERGREEN PSE

EVERGREEN PUBLIC SCHOOLS NO. 114

BY: Melinda Troffer Cooper
Melinda Troffer-Cooper, Chapter President

BY: John Boyd
John Boyd, Superintendent

DATE: January 18th 2023

DATE: 1-10-2023

BY: Jenae Gomes
Jenae Gomes
Chief Operations Officer

DATE: 1-10-2023

Schedule A
Evergreen Public Schools No. 114
September 1, 2022 – August 31, 2023

PARAEDUCATORS	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Class I	\$19.72	\$21.11	\$22.24	\$22.57	\$23.12	\$23.58	\$24.05	\$24.53	\$25.02
Class II*	\$20.96	\$22.44	\$23.52	\$23.91	\$24.57	\$25.06	\$25.56	\$26.07	\$26.59

*Hollingsworth Academy Paraeducators will receive an additional \$1.50 per hour stipend.

- Class I: Adjustment Room/In-House, Art Discovery, ASB Support, Behavior Assistance Monitor, Cafeteria and Hall Monitor, Cafeteria Monitor, Classroom Music Accompanist, Day Care, HCA Staff Support, Health Room, Lunch Buddy Coordinator, Lunchroom Monitor, Note Taker (504) Note Taker-Deaf/Hard of Hearing (HH), One-to-One (504) Non-Instructional, Parent Notification, Planning Room/Independent Study, Playground Monitor, Student Academic & Behavioral Assistance Program, Student Transition, Study Hall Supervisor
- Class II: Alternative Learning Environment (ALE) Student Support, Classroom, Classroom Immersion, Classroom Overload, Computer, Computer Guided Study, Counseling Support Specialist, English Language Learners (ELL), Intervention, Legacy Instructional Assistants, Literacy Support, Math Support, Medication Administration Assistant, Music Classroom Assistant, One-on-One (504), Social and Academic Intervention, Speech and Language Pathology – Communication Disorder Assistant, Title I/LAP Programs (Reading/Math/Extended Day Kindergarten), Tutorial
- Cascadia Tech [including: Automotive Assistant, Automotive/Diesel Tool Room Paraeducator, Cosmetology Paraeducator, Culinary Arts Instructional Paraeducator, Dental Instructional Asst., Diesel Technology Assistant, Fashion Design Instructional Paraeducator, Financial Customer Services Instructional Asst., Information Technology Systems, Service and Support (ITS3) Classroom Assistant, Instructional Asst. Automotive/Diesel, Instructional Asst Automotive/Diesel/Construction, Instructional Asst. Construction Technology, Paraeducator- Criminal Justice Program, Instructional Asst. Electronics, Instructional Asst. Retail Management]
- College Career & Tech. Ed [including Academic Assistant, Ag-Floral, College Career & Tech. Ed-Carl Perkins Grant, Cosmetology Assistant, Drafting/CAD, Floral Shop, Manufacturing Tech Ed, Metals & Field Ecology, Nursing Program, Retail Marketing, Science Technology Education, Technology Education, Visual Communications]
- Special Education Paraeducator [including: ALC (Academic Learning Classroom), Bus Duty, Day-Treatment DD/Behavior (Developmentally Delayed), DSC (Developmental Skills Classroom), Dual Immersion Special Education, ECE (Early Childhood Education), IAP/Re-Entry (Interim Alternative Program), LSC (Life Skills Classroom), SCIP (Social Communication Integration Program), SLC (Structured Learning Classroom), Sp. Ed. One-on-One, Tactile Sign Language Interpreter I-Deaf/Hard of Hearing Program, Transition Program]



Schedule A
Evergreen Public Schools No. 114
September 1, 2022 – August 31, 2023

PROFESSIONAL TECHNICIANS	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Class I	\$18.52	\$20.60	\$22.64	\$24.03	\$25.13	\$25.63	\$26.14	\$26.66	\$27.19
Class II	\$21.33	\$22.31	\$23.75	\$24.85	\$25.91	\$26.43	\$26.96	\$27.50	\$28.05
Class III*	\$23.01	\$24.14	\$25.36	\$26.39	\$27.37	\$27.92	\$28.48	\$29.05	\$29.63
Class IV*	\$25.10	\$25.99	\$26.97	\$27.90	\$28.84	\$29.42	\$30.01	\$30.61	\$31.22
Class V	\$26.34	\$27.83	\$29.27	\$30.74	\$32.21	\$32.85	\$33.51	\$34.18	\$34.86
Class VI	\$27.54	\$28.76	\$30.04	\$31.44	\$32.84	\$33.50	\$34.17	\$34.85	\$35.55
Class VII	\$29.25	\$30.55	\$31.88	\$33.41	\$34.87	\$35.57	\$36.28	\$37.01	\$37.75
Class VIII	\$29.30	\$30.79	\$32.84	\$34.88	\$37.58	\$38.33	\$39.10	\$39.88	\$40.68
Class IX	\$33.05	\$35.13	\$37.71	\$40.85	\$44.51	\$45.40	\$46.31	\$47.24	\$48.18
Class X	\$37.33	\$39.45	\$42.60	\$46.81	\$52.13	\$53.17	\$54.23	\$55.31	\$56.42

*Professional Technicians housed at Hollingsworth Academy will receive an additional \$1.50 per hour stipend.

- Class I: Telecom Assistant, Fixed Asset Assistant
- Class II: Copy/Bindery Operator, Early Childhood Education Specialist (w/no degree, but at least 25 quarter credits in early childhood education or child development), Press Operator, Social and Academic Intervention Assistant, Student Behavior Intervention Specialist
- Class III: Registered Behavior Technician, Therapeutic Intervention Coach, Typesetting/Graphics
- Class IV: Applied Medical Sciences, At-Risk Advocate, Aviation Technology Assistant, Bilingual Student and Parent Support Assistant, Braille Instructional Assistant, Classroom Immersion (if qualified), College Career & Technical Education Pre-Engineering, Cascadia Tech positions if qualified, Culinary Arts Instructional Paraeducator, Coordinator for Unaccompanied Youth (Homeless), Dual Immersion Intervention Paraeducator, Dual Immersion Special Education Assistant if qualified, ELL (English Language Learners) Bilingual Paraeducator if qualified, ELL (English Language Learners) Paraeducator Mentor, Early Childhood Education Specialist (with early childhood education degree), Financial Customer Service Instructional Assistant, Foster Care and Supplemental Support Liaison, Graduation Career Readiness Coach, Instructional Paraeducator-Bilingual, Transition Coach, Coalition Specialist
- Class V: Communication Disorder Specialist or Speech Language Pathologist (with degree in area of specialization), Computer Support Technician, Instructional Technology Trainer, Library Systems Trainer, Procedures Nurse, Psychometrists, Print Shop Lead
- Class VI: District Translator and Interpreter, Liaison for Students in Transition (Homeless), Bilingual Parent Liaison
- Class VII: Boundary/Home School Specialist, Certified Occupational Therapist Assistant, Deaf-Blind Intervener, Special Education Sign Language Interpreter, Family and Community Outreach Coordinator, Help Desk Coordinator, *Lead Help Desk Technician, Physical Therapist Assistant, Student Attendance Specialist, Student Engagement Specialist, CTE Business & Communications Coordinator
- Class VIII: Assessment Coordinator, Coalition Coordinator, College Career & Tech Ed Computer Hardware/Software Technician, Computer Application Support Technician, Database Reporting Specialist, Enterprise Application Support Specialist, Fiscal Coordinator, Hardware Maintenance Technician, *Lead Hardware Maintenance Technician, Network Hardware Maintenance Technician, Software Support Specialist, Telecommunication Maintenance Technician, Video Services Coordinator, Web Content Editor, Web Graphic Coordinator
- Class IX: GRADS Case Manager/Nurse, *Lead Student System Coordinator, Network Support Technician (Cascadia), Registered Nurse, Registered Nurse Special Education Assistant, Student System Coordinator, Systems Analyst
- Class X: Assessment Application Developer, Application Developer/Web Designer, Board Certified Assistant Behavior Analyst (BCaBA), College Career and Technical Education Technology Coordinator, Database Adm./Programmer, *Lead Fixed Asset Specialist, Systems Administrator, Systems Administrator - Infrastructure & Operations

*Plus \$3.00 per hour



Schedule A
Evergreen Public Schools No. 114
September 1, 2022 – August 31, 2023

SERVICE WORKERS	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Class E	\$16.72	\$17.86	\$18.76	\$19.27	\$19.65	\$20.04	\$20.44	\$20.85	\$21.27
Class I	\$18.41	\$19.69	\$20.75	\$21.42	\$22.33	\$22.78	\$23.24	\$23.70	\$24.17
Class II	\$21.75	\$22.50	\$23.26	\$24.01	\$25.50	\$26.01	\$26.53	\$27.06	\$27.61
Class III	\$22.13	\$23.01	\$23.93	\$24.89	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04
Class N	\$22.48	\$23.21				\$23.67	\$24.14	\$24.62	\$25.11
Class IV	\$27.04	\$27.67	\$28.43	\$29.17	\$29.91	\$30.51	\$31.12	\$31.74	\$32.37
Class V	\$29.17	\$29.91				\$30.51	\$31.12	\$31.74	\$32.37
Class VI	\$30.77	\$31.59	\$32.55			\$33.20	\$33.86	\$34.54	\$35.23

Class E: Stadium Supervisor

Class I: Community and Work-Based Learning Service Worker, Student Store Assistant II, Traffic Safety Worker

Class II: Media Assistant

Class III: Technology and Media Assistant

Class N: Noon Custodian*

Class IV: Campus Security, Roving Campus Security/Trainer

Class V: Delivery, Central Receiving Assistant

Class VI: Central Receiver

*When these current positions are vacated, they will not be filled.

MAINTENANCE	Step 1	Step 2	Step 3	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Grounds Helper	\$23.73	\$24.45	\$25.18	\$25.68	\$26.19	\$26.71	\$27.24
Grounds	\$27.61	\$28.60	\$29.70	\$30.29	\$30.90	\$31.52	\$32.15
Specialist	\$30.76	\$31.72	\$32.55	\$33.20	\$33.86	\$34.54	\$35.23
Crafts I (Painter, Carpenter, Welder, Floor Coverings, Locksmith, Roof/Structure, Maintenance Mechanic)	\$35.43	\$37.32	\$38.82	\$39.60	\$40.39	\$41.20	\$42.02
Crafts II (HVAC, Plumber, Electrician)	\$35.93	\$37.82	\$39.32	\$40.11	\$40.91	\$41.73	\$42.56
Preventative Maintenance*	\$35.37	\$37.28	\$38.82	\$39.60	\$40.39	\$41.20	\$42.02
Lead	\$38.79	\$40.43	\$42.10	\$42.94	\$43.80	\$44.68	\$45.57

* When these current positions are vacated, they will not be filled.



Schedule A
Evergreen Public Schools No. 114
September 1, 2022 – August 31, 2023

TRANSPORTATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Driver Trainer	\$31.36	\$31.99	\$32.63	\$33.28	\$33.95	\$34.63	\$35.32	\$36.03	\$36.75	\$37.48
Assistant Dispatcher, Assistant Driver Trainer	\$29.38	\$29.97	\$30.57	\$31.18	\$31.80	\$32.44	\$33.09	\$33.75	\$34.42	\$35.11
Bus Drivers	\$28.89	\$29.32	\$29.76	\$30.20	\$30.66	\$31.12	\$31.74	\$32.38	\$33.02	\$33.68
Substitute Drivers	\$26.18									

MECHANICS	Step 1	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Fleet Parts Specialist	\$29.45	\$30.04	\$30.64	\$31.25	\$31.88
Apprentice Bus Mechanic	\$29.38	\$29.97	\$30.57	\$31.18	\$31.80
Journey Bus Mechanic	\$38.10	\$38.86	\$39.64	\$40.43	\$41.24
Assistant Lead Journey Mechanic	\$41.80	\$42.64	\$43.49	\$44.36	\$45.25
Lead Journey Mechanic	\$43.29	\$44.16	\$45.04	\$45.94	\$46.86
Master Mechanic - see Section 17.9					



Evergreen Public Schools #114
Classified Personnel
Evaluation Form

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

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.

<i>P</i>	<i>S</i>	<i>N</i>	<i>U</i>

2. Competency in Skills Required

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

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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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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**

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

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.

P	S	N	U

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 nonperformance:

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 **Memorandum of Understanding**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN PSE, AN AFFILIATE OF PUBLIC
5 SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE EVERGREEN
6 SCHOOL DISTRICT NO. 114 PURSUANT TO ARTICLE XXII, SECTION 22.3, OF THE CURRENT
7 COLLECTIVE BARGAINING AGREEMENT.
8

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11
12 The Evergreen School District and Public School Employees of Evergreen PSE hereby agree
13 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 must
17 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

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28 This Memorandum of Understanding shall become effective September 1, 2022; shall remain in effect
29 until August 31, 2025; and shall be attached to the current Collective Bargaining Agreement.
30

31
32 PUBLIC SCHOOL EMPLOYEES
33 OF EVERGREEN PSE

EVERGREEN SCHOOL DISTRICT NO. 114

34
35
36 BY: Melinda Troffer-Cooper
37 Melinda Troffer-Cooper
38 Chapter President
39

BY: Jenae Gomes
Jenae Gomes
Chief Operations Officer

40
41 DATE: January 18th 2023
42
43

DATE: 01-18-2023
44
45
46
47

1 **Memorandum of Understanding**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN PSE, AN AFFILIATE OF PUBLIC
5 SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE EVERGREEN SCHOOL
6 DISTRICT NO. 114 PURSUANT TO ARTICLE XXII, SECTION 22.3, OF THE CURRENT
7 COLLECTIVE BARGAINING AGREEMENT.

8
9 The parties agree to the following:

10
11 During the 2021-2022 school year, the parties agreed the new position of Roving Campus
12 Security/Trainer would be placed on the Service Worker Class IV salary level and would be
13 compensated an additional \$1.25 differential rate whenever performing the training essential functions
14 under the directions of the Director of Safety & Security. It was further agreed, at the end of the 2021-
15 2022 school year the district would evaluate the total time this position had spent performing these
16 training duties in order for the parties to discuss permanent salary placement for this position.

17
18 Due to unforeseen circumstances, this position was not filled for an adequate period of time during the
19 2021-2022 school year which hindered the district's ability to evaluate the hours spent performing the
20 training duties. Because of this, the parties agree to extend this Memorandum of Understanding for the
21 2022-2023 school year.

22
23 At the end of the 2022-2023 school year, the district will evaluate total time the Roving Campus
24 Security/Trainer spent performing the training essential functions. The parties agree to discuss at that
25 time the possibility of either a salary classification level increase or remain at the current salary
26 classification level with the addition of the \$1.25 pay differential or remain at the current salary
27 classification level only.

28
29 This Memorandum of Understanding is non-precedent setting. Further, this Memorandum of
30 Understanding is effective September 1, 2022, shall remain in effect until August 31, 2023, and shall be
31 attached to the collective bargaining agreement.

32
33
34 PUBLIC SCHOOL EMPLOYEES
35 OF EVERGREEN PSE

EVERGREEN SCHOOL DISTRICT NO. 114

36
37
38 BY: Melinda Troffer-Copper

39 Melinda Troffer-Copper
40 Chapter President

BY: Jenae Gomes

Jenae Gomes
41 Chief Operations Officer

42
43 DATE: January 18th 2023

DATE: 01-18-2023

1 **Memorandum of Understanding**

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN PSE, AN AFFILIATE OF PUBLIC
5 SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND THE EVERGREEN SCHOOL
6 DISTRICT NO. 114 PURSUANT TO ARTICLE XXII, SECTION 22.3, OF THE CURRENT
7 COLLECTIVE BARGAINING AGREEMENT.
8

9 WHEREAS, during the 2021-2022 school year, Jodi Coker and Sabrina McFarland (herein “Employees”)
10 both transferred from their Bus Driver position to their current positions of Assistant Dispatcher. Though
11 Employees had over 9 years of experience, at the time of their change of assignment, both employees were
12 on a bus driver salary Step 1, due to the bus driver salary rate on the 2021-2022 Salary Schedule A having
13 one salary step. Because the Assistant Dispatcher position is a higher level position than a bus driver, and
14 because there was only one bus driver pay rate step to use, Employees were placed at the Assistant
15 Dispatcher salary Step 1 pay rate, as that was the pay rate step closest to, but not lower than, their Bus Driver
16 rate (following current placement practice). Employees received an incremental step increase to Step 2 at the
17 beginning of the 2022-2023 school in their Assistant Dispatcher position.
18

19 WHEREAS, under the newly approved 2022-2023 Salary Schedule A, incremental salary pay rate steps were
20 added to the bus driver and assistant dispatcher salary scale. Had Employees been given the opportunity of
21 incremental salary pay rate steps, similar to the new salary schedule A, when they worked as a bus driver for
22 9+ years, they both would have been at the highest bus driver pay rate Step 6 when they had their change of
23 assignment to the assistant dispatcher; therefore, allowing for a higher assistant dispatcher pay rate step
24 placement. But due to not having this type of incremental pay rate opportunity, and their current assistant
25 dispatcher salary pay rate being at Step 2, their Step 2 rate of pay based on the new approved 2022-2023
26 Salary Schedule A is less than what they would have been making had they remained a bus driver and been
27 placed at Step 6.
28

29 AND WHEREAS, if Employees resigned from their assistant dispatcher positions to go back to being bus
30 drivers and then apply for the open positions they vacated, they would be placed differently on the assistant
31 dispatcher Schedule A, as they'd be at a higher step.
32

33 NOW, THEREFORE, the parties agree the Employees will be given the opportunity to have their 2022-2023
34 rate of pay recalculated to what it would be had the new incremental pay rate steps been in place last school
35 year when they had their change of assignment. This is a rare and unique situation due to the new Schedule
36 A having added experience steps in both classifications directly impacting these two employees. Employees
37 new 22/23 school year salary placement will be based as the following recalculated salary placements:
38

39 **21/22 School Year placement recalculated:**

40 Bus Driver Salary Step = Step 6 (due to work years in position)

41 Change of assignment to Assistant Dispatcher salary placement = Step 4 (pay rate step closest to but
42 not lower than bus driver Step 6)
43

44 **22/23 School Year placement:**

45 Incremental step increase = Step 5
46

47 Employees will also have their 10-year longevity percentage added to their new pay rate step.
48
49
50

1 This Memorandum of Understanding is non-precedent setting. Further, this Memorandum of
2 Understanding is effective September 1, 2022, shall remain in effect until August 31, 2023, and shall be
3 attached to the collective bargaining agreement.
4

5 PUBLIC SCHOOL EMPLOYEES
6 OF EVERGREEN PSE

EVERGREEN SCHOOL DISTRICT NO. 114

7
8
9 BY: Melinda Troffer-Cooper
10 Melinda Troffer-Cooper
11 Chapter President

12
13 BY: Jenae Gomes
14 Jenae Gomes
15 Chief Operations Officer

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DATE: January 18th 2023

DATE: 01-18-2023

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN PSE, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE EVERGREEN SCHOOL DISTRICT NO. 114. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

- 1. Public School Employees of Evergreen PSE and the Evergreen School District No. 114 agree to participate in the VEBA Health Reimbursement Plan for retirement/separation from service sick leave cash-out (Section 9.1.5.1) pursuant to RCW 28A.400.210, VEBA plan rules, and IRS regulations. Eligible employees must sign and submit to the District a hold harmless agreement as required by RCW 28A.400.210.

This Letter of Agreement shall become effective September 1, 2022, shall remain in effect until August 31, 2023, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF EVERGREEN PSE NO. 507

EVERGREEN SCHOOL DISTRICT NO. 114

BY: Mindy Troffer Cooper
Mindy Troffer-Cooper, Chapter President

BY: Jenae Gomes
Jenae Gomes, Chief Operations Officer

DATE: 11/30/2022

DATE: 11/30/2022



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN PSE, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE EVERGREEN SCHOOL DISTRICT NO. 114. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties mutually agree to, and accept, the attached Salary Schedule A for the 2023-2024 School Year.

This Letter of Agreement shall become effective September 1, 2023; shall remain in effect until August 31, 2024; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF EVERGREEN PSE NO. 528

EVERGREEN SCHOOL DISTRICT NO. 114

BY: Mindy Troffer Cooper
Mindy Troffer-Cooper, Chapter President

BY: Jenae Gomes
Jenae Gomes, Chief Operations Officer

DATE: June 14th 2023

DATE: 6-7-2023



Schedule A
Evergreen Public Schools No. 114
September 1, 2023 – August 31, 2024

PARAEDUCATORS	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Class I	\$21.04	\$22.52	\$23.73	\$24.08	\$24.67	\$25.16	\$25.66	\$26.17	\$26.69
Class II*	\$22.36	\$23.94	\$25.10	\$25.51	\$26.22	\$26.74	\$27.27	\$27.82	\$28.38

*Hollingsworth Academy Paraeducators will receive an additional \$1.50 per hour stipend.

Class I: Adjustment Room/In-House, Art Discovery, ASB Support, Behavior Assistance Monitor, Cafeteria and Hall Monitor, Cafeteria Monitor, Classroom Music Accompanist, Day Care, HCA Staff Support, Health Room, Lunch Buddy Coordinator, Lunchroom Monitor, Note Taker (504) Note Taker-Deaf/Hard of Hearing (HH), One-to-One (504) Non-Instructional, Parent Notification, Planning Room/Independent Study, Playground Monitor, Student Academic & Behavioral Assistance Program, Student Transition, Study Hall Supervisor

Class II: Alternative Learning Environment (ALE) Student Support, Classroom, Classroom Immersion, Classroom Overload, Computer, Computer Guided Study, Counseling Support Specialist, English Language Learners (ELL), Intervention, Legacy Instructional Assistants, Literacy Support, Math Support, Medication Administration Assistant, Music Classroom Assistant, One-on-One (504), Social and Academic Intervention, Speech and Language Pathology – Communication Disorder Assistant, Title I/LAP Programs (Reading/Math/Extended Day Kindergarten), Tutorial

Cascadia Tech [including: Automotive Assistant, Automotive/Diesel Tool Room Paraeducator, Cosmetology Paraeducator, Culinary Arts Instructional Paraeducator, Dental Instructional Asst., Diesel Technology Assistant, Fashion Design Instructional Paraeducator, Financial Customer Services Instructional Asst., Information Technology Systems, Service and Support (ITS3) Classroom Assistant, Instructional Asst. Automotive/Diesel, Instructional Asst Automotive/Diesel/Construction, Instructional Asst. Construction Technology, Paraeducator- Criminal Justice Program, Instructional Asst. Electronics, Instructional Asst. Retail Management]

College Career & Tech. Ed [including Academic Assistant, Ag-Floral, College Career & Tech. Ed-Carl Perkins Grant, Cosmetology Assistant, Drafting/CAD, Floral Shop, Manufacturing Tech Ed, Metals & Field Ecology, Nursing Program, Retail Marketing, Science Technology Education, Technology Education, Visual Communications]

Special Education Paraeducator [including: ALC (Academic Learning Classroom), Bus Duty, Day-Treatment DD/Behavior (Developmentally Delayed), DSC (Developmental Skills Classroom), Dual Immersion Special Education, ECE (Early Childhood Education), IAP/Re-Entry (Interim Alternative Program), LSC (Life Skills Classroom), SCIP (Social Communication Integration Program), SLC (Structured Learning Classroom), Sp. Ed. One-on-One, Tactile Sign Language Interpreter I-Deaf/Hard of Hearing Program, Transition Program]



Schedule A
Evergreen Public Schools No. 114
September 1, 2023 – August 31, 2024

PROFESSIONAL TECHNICIANS	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Class I	\$19.39	\$21.57	\$23.70	\$25.16	\$26.31	\$26.84	\$27.38	\$27.93	\$28.49
Class II	\$22.33	\$23.36	\$24.87	\$26.02	\$27.13	\$27.67	\$28.22	\$28.78	\$29.36
Class III*	\$24.09	\$25.27	\$26.55	\$27.63	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02
Class IV*	\$26.28	\$27.21	\$28.24	\$29.21	\$30.20	\$30.80	\$31.42	\$32.05	\$32.69
Class V	\$27.58	\$29.14	\$30.65	\$32.18	\$33.72	\$34.39	\$35.08	\$35.78	\$36.50
Class VI	\$28.83	\$30.11	\$31.45	\$32.92	\$34.38	\$35.07	\$35.77	\$36.49	\$37.22
Class VII	\$30.62	\$31.99	\$33.38	\$34.98	\$36.51	\$37.24	\$37.98	\$38.74	\$39.51
Class VIII	\$30.68	\$32.24	\$33.38	\$36.52	\$39.35	\$40.14	\$40.94	\$41.76	\$42.60
Class IX	\$34.60	\$36.78	\$39.48	\$42.77	\$46.60	\$47.53	\$48.48	\$49.45	\$50.44
Class X	\$39.08	\$41.30	\$44.60	\$49.01	\$54.58	\$55.67	\$56.78	\$57.92	\$59.08

*Professional Technicians housed at Hollingsworth Academy will receive an additional \$1.50 per hour stipend.

Class I: Telecom Assistant, Fixed Asset Assistant

Class II: Early Childhood Education Specialist (w/no degree, but at least 25 quarter credits in early childhood education or child development), Social and Academic Intervention Assistant, Student Behavior Intervention Specialist

Class III: Print Shop Operator, Registered Behavior Technician, Therapeutic Intervention Coach, Typesetting/Graphics

Class IV: Applied Medical Sciences, At-Risk Advocate, Aviation Technology Assistant, Bilingual Student and Parent Support Assistant, Braille Instructional Assistant, Classroom Immersion (if qualified), College Career & Technical Education Pre-Engineering, Cascadia Tech positions if qualified, Culinary Arts Instructional Paraeducator, Coordinator for Unaccompanied Youth (Homeless), Dual Immersion Intervention Paraeducator, Dual Immersion Special Education Assistant if qualified, ELL (English Language Learners) Bilingual Paraeducator if qualified, ELL (English Language Learners) Paraeducator Mentor, Early Childhood Education Specialist (with early childhood education degree), Financial Customer Service Instructional Assistant, Foster Care and Supplemental Support Liaison, Graduation Career Readiness Coach, Instructional Paraeducator-Bilingual, Transition Coach, Coalition Specialist

Class V: Communication Disorder Specialist or Speech Language Pathologist (with degree in area of specialization), Computer Support Technician, Instructional Technology Trainer, Library Systems Trainer, Procedures Nurse, Psychometrists, Print Shop Lead

Class VI: District Translator and Interpreter, Liaison for Students in Transition (Homeless), Bilingual Parent Liaison

Class VII: Boundary/Home School Specialist, Certified Occupational Therapist Assistant, Deaf-Blind Intervener, Special Education Sign Language Interpreter, Family and Community Outreach Coordinator, Help Desk Coordinator, *Lead Help Desk Technician, Physical Therapist Assistant, Student Attendance Specialist, Student Engagement Specialist, CCTE Business & Communications Coordinator

Class VIII: Assessment Coordinator, Coalition Coordinator, College Career & Tech Ed Computer Hardware/Software Technician, Computer Application Support Technician, Database Reporting Specialist, Enterprise Application Support Specialist, Fiscal Coordinator, Hardware Maintenance Technician, *Lead Hardware Maintenance Technician, Network Hardware Maintenance Technician, Software Support Specialist, Telecommunication Maintenance Technician, Video Services Coordinator, Web Content Editor, Web Graphic Coordinator

Class IX: GRADS Case Manager/Nurse, *Lead Student System Coordinator, Network Support Technician (Cascadia), Registered Nurse, Registered Nurse Special Education Assistant, Student System Coordinator, Systems Analyst

Class X: Assessment Application Developer, Application Developer/Web Designer, Board Certified Assistant Behavior Analyst (BCaBA), College Career and Technical Education Technology Coordinator, Database Adm./Programmer, *Lead Fixed Asset Specialist, Systems Administrator, Systems Administrator - Infrastructure & Operations

*Plus \$3.00 per hour



Schedule A
Evergreen Public Schools No. 114
September 1, 2023 – August 31, 2024

SERVICE WORKERS	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Class E	\$17.51	\$18.70	\$19.64	\$20.18	\$20.57	\$20.98	\$21.40	\$21.83	\$22.27
Class I	\$19.28	\$20.62	\$21.73	\$22.43	\$23.38	\$23.85	\$24.33	\$24.82	\$25.32
Class II	\$22.77	\$23.56	\$24.35	\$25.14	\$26.70	\$27.23	\$27.77	\$28.33	\$28.90
Class III	\$23.17	\$24.09	\$25.05	\$26.06	\$27.12	\$27.66	\$28.21	\$28.77	\$29.35
Class N	\$23.54	\$24.30				\$24.79	\$25.29	\$25.80	\$26.32
Class IV	\$28.31	\$28.97	\$29.77	\$30.54	\$31.32	\$31.95	\$32.59	\$33.24	\$33.90
Class V	\$30.54	\$31.32				\$31.95	\$32.59	\$33.24	\$33.90
Class VI	\$32.22	\$33.07	\$34.08			\$34.76	\$35.46	\$36.17	\$36.89

Class E: Stadium Supervisor

Class I: Community and Work-Based Learning Service Worker, Student Store Assistant II. Traffic Safety Worker

Class II: Media Assistant

Class III: Technology and Media Assistant

Class N: Noon Custodian*

Class IV: Campus Security, Roving Campus Security/Trainer

Class V: Delivery, Central Receiving Assistant

Class VI: Central Receiver

*When these current positions are vacated, they will not be filled.

MAINTENANCE	Step 1	Step 2	Step 3	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Grounds Helper	\$24.85	\$25.60	\$26.36	\$26.89	\$27.43	\$27.98	\$28.54
Grounds	\$28.91	\$29.94	\$31.10	\$31.72	\$32.35	\$33.00	\$33.66
Specialist	\$32.21	\$33.21	\$34.08	\$34.76	\$35.46	\$36.17	\$36.89
Crafts I (Painter, Carpenter, Welder, Floor Coverings, Locksmith, Roof/Structure, Maintenance Mechanic)	\$37.10	\$39.07	\$40.64	\$41.45	\$42.28	\$43.13	\$43.99
Crafts II (HVAC, Plumber, Electrician)	\$37.62	\$39.60	\$41.17	\$41.99	\$42.83	\$43.69	\$44.56
Preventative Maintenance*	\$37.03	\$39.03	\$40.64	\$41.45	\$42.28	\$43.13	\$43.99
Lead	\$40.61	\$42.33	\$44.08	\$44.96	\$45.86	\$46.78	\$47.72

* When these current positions are vacated, they will not be filled.



Schedule A
Evergreen Public Schools No. 114
September 1, 2023 – August 31, 2024

TRANSPORTATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Driver Trainer	\$32.83	\$33.49	\$34.16	\$34.84	\$35.55	\$36.26	\$36.99	\$37.73	\$38.48	\$39.25
Assistant Dispatcher, Assistant Driver Trainer	\$30.76	\$31.38	\$32.01	\$32.65	\$33.29	\$33.96	\$34.64	\$35.33	\$36.04	\$36.76
Bus Drivers	\$30.25	\$30.70	\$31.16	\$31.62	\$32.10	\$32.58	\$33.23	\$33.89	\$34.57	\$35.26
Substitute Drivers	\$27.41									

MECHANICS	Step 1	Longevity After 10 Years Add 2%	Longevity After 15 Years Add 2%	Longevity After 20 Years Add 2%	Longevity After 25 Years Add 2%
Fleet Parts Specialist	\$30.83	\$31.45	\$32.08	\$32.72	\$33.37
Apprentice Bus Mechanic	\$30.76	\$31.38	\$32.01	\$32.65	\$33.30
Journey Bus Mechanic	\$39.89	\$40.69	\$41.50	\$42.33	\$43.18
Assistant Lead Journey Mechanic	\$43.76	\$44.64	\$45.53	\$46.44	\$47.37
Lead Journey Mechanic	\$45.32	\$46.23	\$47.15	\$48.09	\$49.05
Master Mechanic - see Section 17.9					



LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN PSE, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE EVERGREEN SCHOOL DISTRICT NO. 114. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Public School Employees of Evergreen PSE and the Evergreen School District agree to participate in the VEBA Health Reimbursement Plan for retirement/separation from service sick leave cash-out pursuant to RCW 28A.400.210, VEBA plan rules, and IRS regulations. Eligible employees must sign and submit to the District a hold harmless agreement as required by RCW 28A.400.210.

This Letter of Agreement shall become effective September 1, 2023; shall remain in effect until August 31, 2024; and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF EVERGREEN PSE NO. 507

EVERGREEN SCHOOL DISTRICT NO. 114

BY: Mindy Troffer Cooper
Mindy Troffer-Cooper, Chapter President

BY: Jenae Gomes
Jenae Gomes, Chief Operations Officer

DATE: June 7th 2023

DATE: 6-7-2023



1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN
5 OFFICE-CLERICAL, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON /
6 SEIU LOCAL 1948, AND THE EVERGREEN SCHOOL DISTRICT NO. 114. THIS AGREEMENT
7 IS ENTERED INTO PURSUANT TO ARTICLE V, SECTION 5.3 OF THE CURRENT
8 COLLECTIVE BARGAINING AGREEMENT.
9

10 Due to the impacts of changes to the school calendar, the parties agree to the following:

11
12 For the 2023-2024 school year only, the parties agree to amend Section 8.1 as follows:

- 13
- 14 1. Employees who were eligible for the Labor Day holiday as of August 30, 2023, due to an
15 Evergreen Education Association work stoppage and school closure, will be made whole through
16 spread pay if they were in a paid status on Monday, September 11, 2023 and we agree to waive the
17 current CBA language of needing to be in a paid status the day before the holiday. Employees who
18 are not spread pay will be paid for the holiday in their November paycheck. This is a one-time non-
19 precedent setting event.
20
- 21 2. Employees who are able to provide documentation (Example: airline ticket, non-refundable hotel
22 reservation) for arrangements made prior to August 30th must submit documentation to the Human
23 Resources Department for either November 22 or December 20 to receive pre-approval for the
24 absence, and employees may be approved to use emergency leave. Additional requests for other
25 pre-purchased travel plans will be reviewed on a case-by-case basis. If an employee requests
26 unpaid leave, they will complete the internal form and attach the documentation to the Human
27 Resources department for pre-approval.
28
- 29 3. Employees who do not have pre-paid documentation for arrangements made prior to August 30th
30 to the Human Resources Department for pre-planned trips scheduled for either November 22nd or
31 December 20th may request unpaid leave. The requests will be reviewed on a case-by-case basis
32 based upon hardship or unforeseen circumstances as outlined in section 9.5.
33
34

35 This Memorandum of Understanding will be effective upon signature and expire August 31, 2024.
36
37

38 PUBLIC SCHOOL EMPLOYEES
39 OF WASHINGTON / SEIU Local 1948
40

41 PUBLIC SCHOOL EMPLOYEES
42 OF EVERGREEN PSE NO. 507

EVERGREEN SCHOOL DISTRICT NO. 114

43 BY: Mindy Droffer-Cooper
44 Mindy Droffer-Cooper, Chapter President
45
46

BY: Jenae Gomes
Jenae Gomes, Chief Operations Officer
47

48 DATE: 11-3-2023

DATE: 11-3-2023



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN PSE, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND EVERGREEN PUBLIC SCHOOLS NO. 114 PURSUANT TO ARTICLE XXII, SECTION 22.3, OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Evergreen Public Schools has determined (pending no more snow/inclement weather days) that student instruction time will end on June 18, 2024, with a two-day waiver from OSPI.

The impact on eight (8) hour and less than 260-day Evergreen Large Group staff is that two (2) or four (4) days of missed work will need to be made up at the end of the work year to pay each employee the full value of their yearly contracted pay.

This MOU intends to keep employees whole. To that end, work days have been added to the end of each affected calendar:

190-day employees: Two paid (2) days added (June 19* and June 20)
*June 19 is a paid holiday (will be paid according to holiday eligibility)

200 - 225 day employees: Four paid (4) days added (dates vary depending on calendar)

In recognition of the hardship this may cause to work additional days, employees may utilize the following, with pre-approval from their supervisor:

- Up to four (4) days of accrued leave (i.e. personal leave, and/or personal time off);
- Up to four (4) days of accrued compensatory time (compensatory log will be submitted with the last timesheet of the work year).
- Up to four (4) days of unpaid leave may be granted, on a case-by-case basis, to employees that may be detrimentally impacted by the calendar change; such employees may be requested to provide documentation (such as airline ticket, hotel receipt, or other) to verify such impact and need for leave. Section 9.5 of the Collective Bargaining Agreement will apply to any unpaid leave taken and final approval will rest with Human Resources in concurrence with Section 9.5.

In the event of additional snow/inclement weather days, this agreement will be reviewed and revised by both parties, as needed.

This Memorandum of Understanding is a non-precedent setting, shall become effective upon signatures, remain in effect until August 31, 2024, and be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF EVERGREEN PSE NO. 507

BY: Mindy Troffer Cooper
Mindy Troffer-Cooper, Chapter President

DATE: 2-9-2024

EVERGREEN PUBLIC SCHOOLS NO.114

BY: Jenae Gomes
Jenae Gomes, Chief Operations Officer

DATE: 2-8-2024



MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN PSE, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE EVERGREEN SCHOOL DISTRICT NO. 114. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Evergreen Public Schools has determined (pending no more snow/inclement weather days) that student instruction time will end on June 18, 2024, with a two-day waiver from OSPI.

The impact on less than 260-day Transportation staff (i.e. Bus Drivers and Bus Aides) is that two days of missed work will need to be made up at the end of the work year to pay each employee the full value of their yearly contracted pay.

This MOU intends to keep employees whole. To that end, work days have been added to the end of the affected calendar:

- Two paid (2) days added (June 19* and June 20)
- *June 19 is a paid holiday (will be paid according to holiday eligibility)

In recognition of the hardship this may cause to work additional days, employees may utilize the following, with pre-approval from their supervisor:

- Up to two (2) days of accrued leave (i.e. personal leave, and/or personal time off);
- Up to two (2) days of unpaid leave may be granted, on a case-by-case basis, to employees that may be detrimentally impacted by the calendar change; such employees may be requested to provide documentation (such as airline ticket, hotel receipt, or other) to verify such impact and need for leave. Section 9.5 of the Collective Bargaining Agreement will apply to any unpaid leave taken and final approval will rest with Human Resources in concurrence with Section 9.5.

In the event of additional snow/inclement weather days, this agreement will be reviewed and revised by both parties, as needed.

This Memorandum of Understanding is a non-precedent setting, shall become effective upon signatures, remain in effect until August 31, 2024, and be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
 OF EVERGREEN PSE NO. 507
 BY: Mindy Troffer Cooper
 Mindy Troffer-Cooper, Chapter President

EVERGREEN PUBLIC SCHOOLS NO.114
 BY: Jenae Gomes
 Jenae Gomes, Chief Operations Officer

DATE: 3-25-2024

DATE: 3-25-2024



MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN PSE, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, AND THE EVERGREEN SCHOOL DISTRICT NO. 114. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XXII, SECTION 22.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

This memorandum serves to memorialize the agreement made on April 10, 2024, between Tracy Thompson, ~~Executive~~ Director of Human Resources, for the District, and Mindy Troffer-Cooper, President, for the Union.

WHEREAS the Paraeducators are within the Evergreen PSE Bargaining Unit, and,

WHEREAS the current need for educators has disrupted the learning environment and jeopardized the learning support of students,

WHEREAS the need to fill paraeducator positions is of an urgent nature.

THEREFORE, the parties agree to allow for up to twenty (20) paraeducators positions to be filled, temporarily, by Amergis, a contracting agency.

PROVIDED, this agreement is meant to address the immediate need of paraeducators.

This Memorandum of Understanding shall expire August 31st, 2024. Either party may terminate this agreement upon written notification to the other party. This memorandum shall not set precedent.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON / SEIU Local 1948

PUBLIC SCHOOL EMPLOYEES
OF EVERGREEN PSE NO. 507

EVERGREEN SCHOOL DISTRICT NO. 114

BY: Mindy Troffer-Cooper
Mindy Troffer-Cooper, Chapter President

BY: Jenae Gomes
Jenae Gomes, Chief Operations Officer

DATE: May 23rd 2024

DATE: 6-3-2024

