

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Evergreen School District

AND

**Public School Employees of
Evergreen Office-Clerical**

SEPTEMBER 1, 2007 THROUGH AUGUST 31, 2010

Public School Employees of Washington
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PREAMBLE

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

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

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.3 subject to the provisions of Section 1.2. The Association recognizes the responsibility of representing the interests of all such employees.

Section 1.2. Nothing contained herein shall be construed to include in the bargaining unit any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the board of directors or superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3. The bargaining unit to which this agreement is applicable shall include all positions in Schedule A attached hereto.

Section 1.4. Temporary Status. A temporary position is one created by the District for a minimum period of more than sixty (60) workdays up to a maximum period of the remainder of the current school/fiscal year. If the district determines that the same temporary position will continue into the subsequent school year, the position will be posted from temporary to permanent (with the exception of extenuating circumstances created by legal issues or special pilot programs).

Section 1.4.1. Temporary positions exist when:

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

Section 1.4.2. Temporary positions will be identified as such on the opening announcement(s).

Section 1.4.3. Temporary positions are temporary and may end when the need for a particular position no longer exists.

1 **Section 1.4.4.** Permanent and temporary positions will be posted as required by the collective
2 bargaining agreement.

3
4 **Section 1.4.5.** If the District requires or requests, in writing, a permanent employee to be placed
5 in a temporary position, the permanent employee will be returned to his/her regular position at the end
6 of the temporary assignment. In all other instances where the permanent employee applies for and is
7 granted a temporary position, he/she will not have the right to the original position once the temporary
8 position has expired.

9
10 **Section 1.4.6.** If a position is temporary during a school year and then ends and is re-established
11 at the beginning of the next school year, the position shall be posted from temporary to permanent
12 status. If the same employee continues with the same position, with no interruption in service (other
13 than the regular summer break) the hire date would remain with the date on which he/she began
14 temporary employment in that position. If a new hire date is established, a new probationary period
15 will be served.

16
17 **Section 1.4.7.** Temporary employees are not subject to layoff provisions or recall rights under
18 the layoff provision.

19
20 **Section 1.4.8.** A permanent position shall not be posted as temporary when vacated by an
21 employee. The position shall remain permanent. A permanent position may be posted as temporary
22 only when the position has been vacated for leave of absence of the employee holding the permanent
23 position.

24
25 **Section 1.4.9.** Temporary positions which are posted for four (4) hours or more per day will be
26 eligible to enroll in the District medical insurance program from the hire date if the need for the
27 position is expected to continue beyond sixty (60) working days.

28
29 **Section 1.4.10.** If the temporary position ends at any point other than the end of the school year,
30 the District medical insurance will only be in effect for a period of time up to thirty (30) days,
31 depending upon the date the position ends. The "COBRA" law then goes into effect.

32
33 **Section 1.4.11.** If the temporary position continues through the end of the school year, District
34 medical insurance will be continued through the month of July only. After that point, the "COBRA"
35 law goes into effect.

36
37 **Section 1.5.** The District will present new position descriptions and proposed pay rates to the
38 Association president. If the District believes that the responsibility level of a position's duties and/or
39 level of required skill and ability have been changed so significantly so as to make inappropriate the
40 salary placement determined during the most recent round of bargaining, the District will provide the
41 modified position description and proposed pay rate to the Association president. If the Association
42 does not respond within seven (7) working days from receipt and there is a vacancy, the position may
43 be posted and filled as per the District's determination. Any changes subsequently negotiated will be
44 retroactive to the date of new hire.

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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. It is agreed that the employees, subject to the provisions of this agreement, shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the superintendent and to the board of directors of the District. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.1.1. The District will strive for a safe working environment. Employees should report any suspected unsafe working situations to their supervisors. Such employees will receive a response in a timely fashion. (Reference Section 18.1.2.)

Section 3.2. Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or to his immediate supervisor and to the superintendent in accordance with District policy and administrative procedures.

Section 3.3. Employees of the units subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors as provided in the grievance procedure. Employees shall have the right to representation when disciplinary action is taken or when the employee reasonably believes that there is the potential of disciplinary action that may affect the continuation of employment.

Section 3.4. Each employee reserves the right to delegate any right or duty contained in this agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

Section 3.5. Neither the District nor the Association, shall discriminate against any employee subject to this agreement on the basis of race, creed, color, sex, religion, age, or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others.

1 **Section 3.6.** The District may maintain a personnel file on each employee. Such file shall contain
2 such items as original employment application and resume, educational records, references,
3 information required as a condition of employment, payroll authorizations, status sheets,
4 correspondence, evaluations, and any other information that is pertinent to the employee. Supervisors
5 and/or the District business office may keep a working file with copies of information required as a
6 condition of employment or pertinent to the employee's seniority. In addition, the supervisor may
7 keep, in a working file, information that may be used in the employee evaluation. No other files shall
8 be kept in the District except as allowed in Section 3.6.1.

9
10 Upon request, an employee shall have the right to inspect all contents of his/her personnel file and
11 medical information file in the personnel office, and/or supervisor's working file in the supervisor's
12 office. If it is the employee's desire, he/she may fill out an inventory sheet listing all documents in
13 his/her file. Upon request, a single copy of any document(s) shall be provided to the employee.

14
15 Any material placed in the employee's personnel file which is reviewed and judged by the employee to
16 be derogatory to his/her conduct, service, character, or personality may be refuted in writing. Such
17 written response shall become part of the personnel file.

18
19 The Association and District agree that any derogatory material over two (2) years old, with the
20 exception of evaluations, shall be removed from the personnel file at the request of the employee. The
21 classified personnel manager is the contact person in the personnel department who has the authority to
22 inspect and destroy such information in the presence of the employee. Any contents of the working
23 file not transferred to the official personnel file by the end of the school/fiscal year shall be destroyed
24 or given to the employee; provided further, that any material transferred to the employee's personnel
25 file shall be first shown to the employee.

26
27 Disagreement by an employee with any materials in the employee's file may be a matter to be pursued
28 by the grievance procedure. Any material not shown to an employee by the District, within ten (10) of
29 the employee's working days shall not be allowed in any disciplinary action against the employee.
30 Information related to grievances will be maintained separately from the regular employee's personnel
31 file.

32
33 A mutually agreed upon evaluation form shall be attached to this agreement for reference only.

34
35 **Section 3.6.1.** In order for the District to be in compliance with the Americans with Disabilities
36 Act (ADA) as of July 26, 1992, the District shall maintain a medical information file for each
37 classified employee of the District which will be kept separate from the personnel file. Such file will
38 contain such sensitive information as immunization history, health related cards, leave sharing
39 information, and information on medical history, and/or medical releases, etc. This medical
40 information file will insure confidentiality of sensitive information regarding the employee in the event
41 of a federal and/or state audit.

1 **Section 4.3.1.** The District shall make available regularly to the president of the Association or
2 his/her designated representative, the names of all employees in their respective job classifications.
3

4 **Section 4.3.2.** The District shall furnish upon written request of officers or authorized
5 representatives of the Association, any and all information, statistics, and records which the
6 Association and the District mutually agree are relevant to negotiations, grievances, and/or
7 Association business as it relates to this contract.
8

9 Upon written request, the District shall furnish to the Association president or designee information
10 concerning the District, including but not limited to: two (2) copies of the preliminary and final
11 budgets, annual and monthly financial reports, annual audits, data regarding known and projected
12 resources, known budget requirements and allocation information regarding the preliminary budget
13 prior to its adoption, the annual Directory of Personnel, agendas and minutes of all board meetings,
14 monthly student enrollment data reports, monthly pooling reports, reports of environmental conditions
15 in workplaces occupied by members of the bargaining unit, and available information which is
16 necessary for the Association to process a grievance. Any reproduction costs not provided for above
17 shall be paid by the Association at the current and usual rate.
18

19 **Section 4.4.** The Association reserves and retains the right to delegate any right or duty
20 contained herein to appropriate officials of the Public School Employees of Washington.
21

22 **Section 4.4.1.** Whenever any representatives of the Association or any employees are mutually
23 scheduled by the parties to participate in grievance proceedings, conferences or meetings, they shall be
24 paid by the District their appropriate rate of pay if such meetings are scheduled during their regular
25 shifts.
26

27 **Section 4.5.** The president of the Association and his/her designated representatives will be provided
28 time off without loss of pay to a maximum of six (6) days per year to attend regional or state meetings
29 when the purpose of those meetings is in the best interest of the District as determined by the District
30 administration. The Association agrees to indemnify and hold harmless the District with respect to any
31 litigation and/or damages which arise out of the operation and implementation of this provision. When
32 the Association initiates the use of this leave, Public School Employees of Evergreen Office-Clerical
33 agree to reimburse the District for substitute costs associated with this provision, if necessary.
34

35 **Section 4.5.1.** The president of the Association shall have release time, four (4) days per month,
36 noncumulative, from regularly assigned duties for Association business with no loss in pay. The
37 Association shall reimburse the District for salary and payroll costs of the President for the release time
38 on a prorated basis. Advance notice of five (5) business days or more will be given.
39

40 **Section 4.6.** Visitation rights, within reason, shall be granted to the designated representative of the
41 Public School Employees of Washington to visit with employees in the appropriate bargaining units
42 for purposes of grievance procedures and/or general information data. The visiting delegate shall
43 notify the manager/supervisor of the department/building being visited prior to or upon arrival.
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1 **Section 4.7.** The District shall provide bulletin board space in each school for use of the Association.
2 The bulletins posted by the Association are the responsibility of the officials of the Association. Each
3 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
4 bulletins may not be posted. There shall be no other distribution or posting by employees or the
5 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
6 property, other than herein provided. The District reserves the right to post notices, announcements,
7 etc., which are of interest and concern to Association members.
8

9 **Section 4.7.1.** The responsibility for the prompt removal of notices from the bulletin boards after
10 they have served their purpose shall rest with the individual who posted such notices.
11

12 **Section 4.8.** The Association and its representatives may use the employee mailboxes to communicate
13 to classified employees. This shall include freedom from any censorship or screening by the District
14 representatives prior to distribution. The Association may use District school buildings for meetings
15 and to transact official business on school property at all reasonable times, provided that this shall not
16 interfere with nor interrupt normal school operations or other scheduled building activities as
17 determined by checking with the principal/designee and building rentals. Electronic mail may be used
18 by the Union during non-duty time for the lifetime of the contract, but this right shall expire as of the
19 end of the contract and shall not constitute the status quo.
20

21 **Section 4.9. Procedures To Follow When The Association President Misses Work To Attend An**
22 **Arbitration Hearing (Or Presidential Release Time) And/Or When An Employee Misses Work**
23 **To Appear As A Witness In An Arbitration Hearing.**
24

25 A. **President.**
26

27 Pursuant to Article IV, Section 4.5.1, of the collective bargaining agreement, the
28 Association president may be excused from work to participate in Association business,
29 including arbitration hearings.
30

31 Advance notice shall be provided to classified personnel as well as the president's
32 immediate supervisor. The information provided should contain the following.
33

- 34 1. Name of the president and work site location.
- 35
- 36 2. Indicate name of arbitration to be attended and date. This same process is to be used
37 if the absence is for a regular presidential release day.
38
- 39 3. Number of hours to be missed from work. (Note: if the hours missed are different
40 than what was originally given, please notify classified personnel of the
41 discrepancy by the day following the arbitration or release day. Please see
42 Item C.)
43
- 44 4. **Billing Information**
45 Name of President
46 Evergreen Office-Clerical Chapter
47 Appropriate Address As Specified By President
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1 **Section 5.3.** The District will provide an opportunity for Association representatives to meet with
2 representatives of the other unions to give input and prepare recommendations to the superintendent
3 concerning the setting of the school calendar. After the school calendar is adopted, the District will
4 bargain over any changes in the school calendar that would affect members of this bargaining unit.
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8 **ARTICLE VI**

9 **ASSOCIATION REPRESENTATION**

10 **Section 6.1.** The Association will designate a conference committee of at least three (3) members who
11 will meet with the superintendent of the District and/or his/her designated representatives on a
12 mutually agreeable regular basis to informally discuss appropriate matters. These meetings shall not be
13 construed as negotiating sessions. The District and Association shall notify each other in advance of
14 those items to be discussed.
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18 **Section 6.2.** The Association representatives shall represent the Association and employees in meeting
19 with officials of the District to discuss appropriate matters of mutual interest. They may receive and
20 investigate to conclusion complaints or grievances of employees on District time and thereafter advise
21 employees of rights and procedures outlined in this agreement and applicable regulations or directives
22 for resolving the grievances or complaints. They may not, however, continue to advise the employee
23 on courses of action after the employee has indicated that he/she does not desire to pursue a grievance.
24 This does not, however, preclude the Association's right to pursue the matter to conclusion. They may
25 consult with the District on complaints without a grievance being made by an individual employee.
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28 **Section 6.2.1.** Whenever possible, meetings will be scheduled after the employee's work shift.
29 If, however, a mutually scheduled meeting is necessary during an employee's work shift, the employee
30 shall first notify his/her immediate supervisor before scheduling a meeting as per Section 6.2. The
31 employee(s) will report their return to work to their supervisors.
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34 **ARTICLE VII**

35 **HOURS OF WORK AND OVERTIME**

36 **Section 7.1.** Each employee shall be assigned to a definite shift with designated times of beginning
37 and ending, which shall not be changed without two (2) calendar weeks prior notice to the employee,
38 or unless required by an emergency or where overtime is necessary. The District shall have the right to
39 establish work schedules and starting times.
40
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42 **Section 7.2.** The workweek shall consist of five (5) consecutive days, Monday through Friday,
43 followed by two (2) consecutive days of rest, Saturday and Sunday. For pay purposes only, the
44 workweek shall be considered Sunday through Saturday.
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1 **Section 7.3.** Work shifts which are more than five (5) consecutive hours shall be designated a lunch
2 period of thirty (30) minutes to one (1) hour which shall not be counted for pay purposes. Lunch
3 periods shall be free from interruptions and shall be given as near the middle of the work shift as is
4 practicable. The regular workday shall include one (1) fifteen (15) minute rest period for each
5 continuous four (4) hour period of work. In the event an employee is assigned to a work period less
6 than four (4) hours, but at least three (3) hours, the employee shall be given a rest period of not less
7 than ten (10) minutes, on the employer's time. For work periods of less than three (3) hours, no break
8 is required. Where the nature of the work allows employees to take intermittent rest periods equivalent
9 to the required breaks, rest periods are not required.

10
11 **Section 7.3.1.** Employees required to work through their regular lunch periods will be given
12 time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an
13 employee to forego a lunch period and the employee works the entire shift, including the lunch period,
14 the employee shall be compensated for the foregone lunch period at overtime rates.

15
16 **Section 7.4.** In the event of an unusual district and/or school closure due to inclement weather, plant
17 inoperation or the like, the District will make every effort to notify each employee to refrain from
18 coming to work. Employees reporting to work shall receive a minimum of one (1) hour's pay at base
19 rate in the event of such a closure; provided, however, no employee shall be entitled to any such
20 compensation in the event he/she has been actually notified by the District of the closure prior to
21 leaving home for work. Documented attempts to reach the employee at the telephone number on
22 record and/or radio announcements on designated radio station(s) shall constitute proper notice. In
23 closure situations other than inclement weather, adequate notice will consist of a documented phone
24 call. Twelve (12) month employees may use emergency leave, personal leave, vacation, accumulated
25 compensatory time, or make other arrangements with their immediate supervisor in order to make up
26 for all lost work hours. The work calendar of less than twelve (12) month employees will be adjusted
27 to make up for all lost work hours. With approval from their immediate supervisor, the employee may
28 use accumulated compensatory time or make other arrangements to make up for all lost work hours.

29
30 **Section 7.4.1.** On late-start days or early dismissal days unrelated to inclement weather,
31 classified personnel are expected to work their entire shift.

32
33 **Section 7.5.** Regular full-time employees and regular part-time employees who are requested to work
34 a shift regularly filled by an employee in a higher pay range shall receive compensation on the higher
35 pay range at the step closest to, but not lower than, his/her current rate. Regular full-time employees
36 and regular part-time employees who voluntarily work added shifts in jobs on a lower pay range shall
37 receive compensation from the lower pay range at the step closest to his/her current rate.

38
39 **Section 7.5.1.** If overtime is approved by the designated administrator, employees may choose to
40 take time worked beyond eight (8) hours per day or forty (40) hours per week as compensatory time.
41 Compensatory time shall be one and one-half (1 ½) hours for each hour worked. Compensatory time
42 shall be taken at a time approved by the supervisor within a reasonable period after compensatory time
43 is earned. A compensatory time log must be kept on file by the supervisor.

1 **Section 7.6.** District agrees to regular rate of pay for all mandatory training and inservice meetings.
2 All voluntary meetings or training may be on employee's own unpaid time.

3
4 **Section 7.7.** Overtime assignments shall be distributed in accordance with the seniority provisions;
5 i.e., the most senior employee in the building/department, hereinafter provided. The District agrees to
6 provide employees with as much advance notice of overtime requirements as is practicable in the
7 circumstances.

8
9 **Section 7.7.1.** All hours worked in excess of eight (8) hours per day or forty (40) hours per
10 workweek shall be compensated at the rate of one and one-half (1½) times the employee's base hourly
11 rate. All hours worked in excess of twelve (12) hours per day or forty-eight (48) hours per week shall
12 be compensated at twice the employee's base hourly rate.

13
14 If an employee works over eight (8) hours in one (1) day, but if it is two (2) separate jobs, the overtime
15 rule does not apply. Overtime shall only apply if the combination of jobs runs into over forty (40)
16 hours worked per week or if an employee works over eight (8) hours in one (1) day doing the same
17 job.

18
19 **Section 7.7.2.** All employees called for special service shall receive no less than one (1) hour per
20 call out at the rate of one and one-half (1½) times the employee's base hourly rate. Special service
21 shall be defined as any work other than the normal work shift or workday, noncontiguous with the
22 normal work shift or workday.

23
24 **Section 7.8. Job Sharing.** Job sharing shall mean the occupation of a single staff position by two (2)
25 individuals. The District may grant requests to job share. The Association will be notified of all
26 requests for job shares. The District shall establish the daily work schedule for the job sharing team.
27 Job shares will be reviewed annually.

30 **ARTICLE VIII**

31 **HOLIDAYS AND VACATIONS**

32
33
34 **Section 8.1.** *Employees shall receive any of the following paid holidays that fall during their regular
35 work schedule(s).

- 36
37 A. Whenever any of the following holidays fall upon Saturday or Sunday, the superintendent
38 shall designate the day to be observed as the holiday.
- 39
40 B. Employees who work less than a five (5) day regular work week shall receive a paid day
41 only if the holiday, as observed, falls on a day of the week the employee would normally
42 work. (Example #1--If an employee works a specific shift on Tuesdays and Thursdays
43 only, that employee would be paid for observed holidays that fall on Tuesdays or Thursdays
44 within that employee's regular work schedule.) (Example #2--An employee who works
45 Monday through Thursday would not receive pay for Christmas Day when it falls on
46 Saturday and therefore is observed on Friday, but would receive holiday pay when
47 Christmas Day falls on Sunday and is observed on Monday.)

1 C. To be eligible for holiday pay, the employee must also meet the criteria in Section 8.1.1.

2
3 D. If school starts after Labor Day, those employees losing out on the Labor Day holiday will
4 receive the Day before Thanksgiving as a replacement holiday. Section 8.1.1. must also
5 apply in order to be eligible for this paid day. D applies only if the employee's district
6 seniority date is prior to the 1998-99 school year.

7
8 *The regular work schedule does not include extra days, special workshops, or inservice training.

- 9
10 1. New Year's Day 7. Veterans' Day
11 2. Martin Luther King Day 8. Day before Thanksgiving (only under conditions of D above)
12 3. President's Day 9. Thanksgiving Day
13 4. Memorial Day 10. Day after Thanksgiving
14 5. Independence Day 11. Day before Christmas
15 6. Labor Day 12. Christmas Day
16

17 **Section 8.1.1. Unworked Holidays.** Eligible employees shall receive pay equal to their normal
18 work shift at their base rate in effect at the time the holiday occurs; provided, they have compensated
19 hours to cover their regular shift(s) on both sides of the holiday. Winter break holidays shall be paid
20 provided employees have compensated hours to cover their regular shift(s) the day before and the day
21 after the break.

22
23 **Section 8.1.2. Worked Holidays.** Employees who are required to work on the above observed
24 holidays shall receive the pay due them for the holiday, plus two (2) times their base rate for all hours
25 worked on such holidays.

26
27 **Section 8.1.3. Holidays During Vacation.** Should a holiday occur while an employee is on
28 vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the
29 holiday as such.

30
31 **Section 8.2. Vacations.** All twelve (12) month employees (except for temporaries of one year or less)
32 shall receive prorated vacation based on their years of service to the district or as determined in
33 Section 16.1. Such vacations shall be earned, vested, and used as designated in this article.

34
35 **Section 8.2.1.** The vacation credit to which an employee shall be entitled shall be computed in
36 accordance with the following rules.

37
38 **Section 8.2.1.1.** For one (1) year of service in accordance with Section 8.2, the employee
39 shall receive seven (7) days of paid vacation during the first year of work.

40
41 **Section 8.2.1.2.** For two (2) and up to and including five (5) years of service, the employee
42 shall receive fourteen (14) days of paid vacation.

43
44 **Section 8.2.1.3.** For six (6) years of service the employee shall receive fifteen (15) days of
45 paid vacation.

46
47 **Section 8.2.1.4.** For seven (7) years of service, the employee shall receive sixteen (16)
48 days of paid vacation.

1 **Section 9.1.1. Emergency Leave.** An emergency, for the purposes of this leave, is an
2 unexpected situation or sudden occurrence of a serious or urgent nature that demands the employee's
3 immediate attention. Use of emergency leave shall be charged against the employee's accumulated
4 sick leave. Before, or, if necessary, immediately upon return, the employee shall initiate a discussion
5 with their immediate supervisor (building principal/ management supervisor or their designee)
6 regarding eligibility for emergency leave. The employee's immediate supervisor shall determine if the
7 situation constitutes an emergency at the time of the employee's request. Examples of acceptable
8 emergency leave include, but are not limited to:

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

19
20 **Section 9.1.2.** Each employee's portion of unused sick/emergency leave allowance shall
21 accumulate from year to year. An up-to-date balance of sick leave hours will appear on the employee's
22 paycheck at the end of each month. Employees who have accrued sick leave while employed with
23 another public school district in the State of Washington shall be given credit for such accrued sick
24 leave upon employment with the District. It shall be the responsibility of the new employee to ensure
25 that the personnel department receives official notification from the former District of any sick leave
26 balance at the time of resignation.

27
28 **Section 9.1.3.** Employees may be required to furnish proof by their physician of illnesses
29 requiring absence of five (5) days or more. When an employee will be absent from work, he/she shall
30 give notice to the building principal or person designated by the building to receive such notice as
31 early as possible. If the absence may be for consecutive days, the District shall be notified, in writing,
32 of the probable date of return. The employee is expected to keep the District apprised of his/her intent.

33
34 **Section 9.1.4.** The District shall allow an employee to use a choice of his/her accrued sick leave
35 or other paid leave to care for a child of the employee under the age of eighteen (18) with a health
36 condition that requires treatment or supervision, a child of the employee who is over the age of
37 eighteen (18) who is incapable of self-care, or a grandchild who is a dependent of and living with the
38 employee if the dependent is under the age of eighteen (18) with a health condition that requires
39 treatment or supervision; or a spouse, parent, parent-in-law, or grandparent of the employee who has a
40 serious health condition or an emergency condition. The definitions of the family relationships are
41 spelled out in RCW 49.12.265. An employee may not take advance leave until it has been earned.
42 The District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise
43 discriminate against an employee who uses this leave.

1 **Section 9.1.5. Employee Attendance Incentive Program.** Pursuant to the provisions of
2 RCW 28A.400.210, each January following any year in which an eligible employee has accrued a
3 minimum of sixty (60) days of sick leave, he/she may exercise an option to receive payment for unused
4 sick leave that was accrued in the previous year (January through December) at a rate equal to one (1)
5 day's current monetary compensation for each four (4) full days accrued sick leave in excess of sixty
6 (60) days.

7
8 **Section 9.1.5.1.** At the time of separation from employment, retirement, or death, an
9 eligible employee or the employee's estate may exercise an option to receive payment at a rate equal to
10 one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick
11 leave up to a maximum of one hundred-eighty (180) days.

12
13 **Section 9.2. Sick Leave Covered By Industrial Insurance.** Employees who are absent for reasons
14 covered by industrial insurance shall be paid an amount equal to the difference between the amount
15 paid the employee by the industrial insurance carrier and the amount the employee would normally
16 earn; provided, the employee wishes to draw from the accumulated sick leave during such an absence.
17 A deduction shall be made from the employee's accumulated sick leave in accordance with the amount
18 paid to the employee by the District. If an employee has used all of their sick, vacation, and
19 entitlement leave, they may receive up to six (6) months of the same level of District paid medical
20 benefits during the industrial leave period. If the employee chooses not to use sick leave, they shall not
21 be entitled to use vacation or entitlement leave.

22
23 **Section 9.3. Health Leave.** A classified employee whose physician certifies in writing that the
24 employee is unable to perform job related responsibilities because of personal illness or disability
25 shall, upon reasonable notice and upon approval of the proper administrative channels, be granted a
26 leave of absence, for up to one (1) year from the date the leave is granted. If an extended illness is
27 involved, one (1) additional year may be granted. Accumulated sick leave may be used for health
28 leave, if desired. In the case of maternity, up to thirty (30) workdays of sick leave may be used
29 following birth or related complications. Additional sick leave days may be used upon a doctor's
30 order. This will require written verification by a doctor that the employee is unable to work. If the
31 employee does not have thirty (30) days of sick leave available, unpaid leave may be granted.

32
33 **Section 9.3.1.** The employee who is on a medical leave of absence for more than three (3)
34 months shall specify, in writing, the length of the anticipated leave. Vacancies of three (3) months or
35 more caused by leave of absence shall be posted and filled on a temporary basis. The returning
36 employee will be returned to the same position if it exists. If it no longer exists, then the employee
37 shall have the next available position in that classification. New employees hired to fill positions of
38 employees on a leave of absence will be hired only for a temporary specific period of time. The
39 temporary employee will be eligible to receive medical benefits only if he/she will be filling in for a
40 leave of absence that is for a period of three (3) months or more. The new temporary employee will be
41 given a minimum of two (2) weeks notice when his/her temporary job will end.

1 **Section 9.4.** The classified employee granted a leave of absence for a one (1) year period must
2 confirm his/her intention to return the next school year to the District classified personnel office, in
3 writing, by no later than June 1. The classified employee granted a leave of absence for a school year
4 period will be expected to remain on leave for the term granted; however, if the employee requests to
5 come back before the term of leave is up, the District must give its mutual consent to do so. If the
6 leave of absence was granted for a period other than a school year period, written confirmation of the
7 employee's intention to return must be made to the District personnel office at least thirty (30) days
8 prior to the expected date of return.

9
10 **Section 9.4.1.** All returns from health leave are contingent on a written statement of release from
11 the attending physician regarding the individual's health.

12
13 **Section 9.5.** If an employee on a leave of absence accepts another job, receives unemployment
14 insurance, or goes into business for himself/herself, his/her employment and all other seniority rights
15 will be automatically terminated.

16
17 **Section 9.6. Short-Term Unpaid Personal Leave.** Unpaid leaves of absence may be requested by
18 classified employees for personal reasons. Each request of this nature will be judged on the merits of
19 the request. All vacation, entitlement leave, and paid personal leave days will be exhausted before
20 unpaid personal leave may be granted.

21
22 **Section 9.6.1. Bereavement Leave.** Each classified employee shall be entitled to up to five (5)
23 days with full pay for each occurrence in the employee's family to be taken within thirty (30) calendar
24 days of the death. Family shall be defined to include the employee's: mother, father, sister, brother,
25 husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-
26 law, sister-in-law, grandchild, grandparent, stepfather, stepmother, aunt, uncle, or anyone who is living
27 with and considered part of the family. The employee shall inform their immediate supervisor of their
28 relationship to the deceased and note the relationship on their regular monthly time sheet. No other
29 documentation shall be required unless there is evidence of possible misuse.

30
31 **Section 9.6.2. Parental/Adoption Leave.** Two (2) days of parental/adoptive leave with full pay
32 shall be allowed, upon written request to the classified personnel department, to be used in connection
33 with the child's birth or adoption. Such leave shall be noncumulative. One (1) additional day may be
34 allowed provided the employee utilizes accrued vacation/entitlement leave/personal leave for the time.
35 If no vacation/entitlement leave/personal leave time is available, the employee may take the time off
36 with loss of pay.

37
38 **Section 9.6.3. Military Leave.** Military leave of absence shall be granted to classified
39 employees as required by law. Such military leave shall be in addition to any vacation, entitlement
40 leave, or sick leave to which the employee might otherwise be entitled, and shall not involve any loss
41 of pay. The leave shall not be granted in excess of fifteen (15) days during each year beginning
42 October 1 and ending the following September 30. Employees shall notify their immediate supervisor
43 of the intended military leave and a copy of the military orders shall be submitted in advance of the
44 leave to the Classified Personnel Department.

1 **Section 9.6.4.** In the event an employee is summoned to serve as a juror, or appear as a witness
2 in court on behalf of the District, or is named as a co-defendant with the school district, he/she shall
3 receive his/her normal day's pay for each day he/she is required in court.
4

5 Upon receipt of such summons, the employee will provide a copy of the summons to his/her supervisor
6 as well as the classified personnel department.
7

8 The leave will be recorded on the appropriate monthly timesheet, and the normal jury-duty fee will be
9 deducted from the employee's next paycheck.
10

11 **Section 9.6.5.** In the event a classified employee is a party in court action, he/she may be granted
12 a temporary leave of absence without pay.
13

14 **Section 9.7.** The employee on leave of absence shall retain accrued sick leave, vested entitlement
15 leave, vested vacation rights, and seniority rights. Vacation, entitlement leave, and sick leave shall not
16 accumulate while the employee is on an unpaid leave of absence. Compensation for entitlement leave
17 taken by employees but not yet earned will be deducted from the employee's paycheck.
18

19 **Section 9.8. Personal Leave.** Employees shall have up to two (2) days personal leave per year with
20 pay equal to their normal daily wage. Regular employees who work less than one hundred (100) days
21 per work year will be eligible for only one (1) personal leave day per year and will not be eligible for
22 personal leave buyback. New hires who have less than one hundred (100) but more than sixty (60)
23 work days remaining in their regular work schedule will be eligible for one (1) personal leave day and
24 will not be eligible for personal leave buyback during the year in which they were hired. Those new
25 hires who have sixty (60) or fewer work days remaining in their regular work schedule will be
26 ineligible for personal leave and personal leave buyback during the year in which they were hired.
27 Such leave shall be noncumulative, and shall be taken in full day blocks; or for eight (8) hour
28 employees only, either in half or full day blocks, and shall not be deducted from other leaves provided
29 under this article. Request for personal leave shall be made to the employee's immediate supervisor at
30 least twenty-four (24) hours before taking such leave. Upon written request via the buyback form,
31 employees who use neither of their personal leave days during the year shall be compensated in August
32 with one (1) day's pay (normal number of hours at their regular rate of pay). The buyback form must
33 be in the classified personnel department by the August cutoff date to be valid.
34

35 **Section 9.9. Religious Leave.** Employees whose religious affiliations require observation of
36 mandatory religious days on a day(s) when school is in session shall be granted reasonable leave
37 without pay; provided that such time must not create a demonstrable hardship to the District, and
38 provided further, that all paid personal days must be used for this purpose or expended prior to such
39 leave.
40

41 A request for such leave shall include a statement describing what religious day(s) is/are to be
42 observed and attesting to and providing documentary evidence that the basic tenets of the employee's
43 religious affiliation unequivocally require observance of the religious day(s) in such manner that
44 he/she cannot perform his/her employment duties on the day(s) requested. The employee must submit
45 his/her request to the building administrator a minimum of two (2) weeks in advance of the requested
46 time off.
47
48
49

1 **Section 9.10. Leave Sharing.** Leave sharing shall be in accordance with the Washington State Leave
2 Sharing Program as established under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and
3 as set forth in Chapter 41.04 RCW.

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

19

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

22

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

25

26 **Section 9.11. Family Leave Act.** Leave Entitlement: Employees who have worked for the Evergreen
27 School District at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months
28 may take up to twelve (12) weeks of unpaid leave for the following reasons as set forth in District
29 Policy 5323:

- 30
- 31 1. For the birth of a child, and in order to care for the newborn child;
- 32
- 33 2. For the placement with the employee of a son or daughter for adoption or foster care;
- 34
- 35 3. To care for the employee's spouse, child, or parent who has a serious health condition; or
- 36
- 37 4. Inability of the employee to perform the functions of the employee's position due to a
38 serious health condition.

39

40 The portion of leave which is vacation, entitlement, sick, paternity, adoption, or personal will be with
41 pay according to the District's policies for paid leave time and must be utilized before taking unpaid
42 family leave.

43

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

1 **Section 9.12. Entitlement Leave.** Less than twelve (12) month employees with a regular work year
2 of eight (8) hours per day and two hundred (200) or more days per year (counting paid holidays and
3 other paid leaves) shall receive three (3) paid entitlement leave days per year. It is mutually agreed
4 that entitlement leave shall be scheduled at the request of the employee in accordance with seniority
5 provisions when work requirements preclude employees from taking entitlement leave simultaneously.
6 Entitlement leave shall be arranged in advance upon written request to the employee's immediate
7 supervisor and when both the employee and supervisor agree. Employees working less than their full
8 calendar year will receive prorated entitlement leave days. Entitlement leave shall be noncumulative
9 and may be taken in either half or full day blocks. Entitlement leave shall be used before any unpaid
10 leave may be granted. Employees will be compensated for unused entitlement leave in their August
11 paycheck. Employees separating from district employment will be compensated for unused
12 entitlement leave in their final paycheck. Compensation for entitlement leave taken by employees
13 separating from district employment but not yet earned will be deducted from the employee's final
14 paycheck.

15
16 **Section 9.12.1.** When applicable, entitlement leave may be used to supplement worker's
17 compensation benefits only after all sick leave has been exhausted. A written request to use such
18 entitlement leave must be submitted in writing to the classified personnel department before the sick
19 leave balance has been depleted. Following the exhaustion of sick leave, entitlement leave will be
20 deducted in full-day blocks and will be used consecutively.

21 22 **ARTICLE X**

23 24 **PROBATIONARY, SENIORITY, AND LAYOFF PROCEDURES**

25
26 **Section 10.1.** The seniority of an employee in the bargaining unit shall be established as of the date on
27 which the employee began continuous daily employment (hereinafter "hire date") as approved by the
28 board of directors, unless such seniority shall be lost as hereinafter provided. Ties shall be broken in
29 the following manner: employees shall be placed on the seniority list by application date, then
30 alphabetical order of their last name.

31
32 **Section 10.2.** Each new hire shall remain in a probationary status for a period of up to eighty (80)
33 working days following the hire date as defined in Section 10.1. At the end of forty (40) working days,
34 the supervisor will conference with the employee about his/her job performance. A written evaluation
35 will be completed prior to the end of the eighty (80) working day probationary period. During the
36 probationary period, any employee may be discharged at the discretion of the District.

37
38 **Section 10.3.** A new hire employee will have full seniority rights effective with the hire date and will
39 be subject to applicable rights and duties contained in this agreement.

40
41 **Section 10.4.** The seniority rights of an employee shall be lost for the following reasons:

- 42
43 A. Resignation.
44 B. Discharge for any reason contained in this agreement.
45 C. Retirement.
46 D. Temporary status ends (except as provided in Section 1.4.6).
47
48

1 **Section 10.5.** Seniority rights shall not be lost for the following reasons, without limitations:

- 2
- 3 A. Time lost by reason of industrial accident, industrial illness or jury duty;
- 4 B. Time on leave of absence granted for the purpose of serving in the armed forces of the
- 5 United States;
- 6 C. Authorized personal leaves;
- 7 D. Medical leaves not exceeding one (1) year, or in the case of extended illness or injury, an
- 8 additional year if leave is granted; or
- 9 E. Transfer from one bargaining unit to another.

10

11 **Section 10.6.** Seniority rights shall be effective within the bargaining unit established in Article I of

12 this agreement except as may hereinafter be provided.

13

14 **Section 10.6.1. Layoffs.**

15

16 **Section 10.6.1.1.** For purposes of layoffs, seniority rights shall be effective within the

17 general job classifications: secretarial, clerical, and professional/technical.

18

19 **Section 10.6.1.2.** In the event an employee's position is eliminated (layoff) and that

20 employee has previous experience in another classification within the District, then that employee, if

21 qualified, shall be able to apply District-wide seniority to the previous job classification inside or

22 outside of the bargaining unit.

23

24 **Section 10.6.1.3.** In the event of layoff, employees so affected are to be placed on a

25 re-employment list maintained by the District according to seniority within the classifications affected

26 by such layoff. In the event that the District re-establishes the layoff positions or makes additional

27 classified positions available, such employees are to have priority, by seniority if qualified, in filling

28 any opening within the classification(s) held prior to layoff. Names shall remain on the re-employment

29 list for one (1) year, except under special circumstances as mutually agreed, the period shall be two (2)

30 years.

31

32 **Section 10.6.1.4.** Individuals whose names are on the re-employment list, who reject an

33 offer with the District which is substantially equal in hours (within one (1) hour of previous position)

34 shall be removed from the re-employment list. Individuals whose names are on the re-employment

35 list, who elect to accept a position with the District which is substantially less than the position

36 previously held, if requested in writing, shall remain an active name on the re-employment list.

37

38 **Section 10.6.1.5.** An employee on layoff status shall file his address in writing with the

39 personnel office of the District and shall thereafter promptly advise the District in writing of any

40 change of address.

41

42 **Section 10.6.1.6.** An employee shall forfeit rights to re-employment as provided in

43 Section 10.6.1.4, or if he/she does not respond to the offer of re-employment within five (5) working

44 days.

1 **Section 10.6.2. Shift, Entitlement Leave, and Vacation Selection.** The employee with the
2 earliest hire date shall have preferential rights regarding shift selection, entitlement leave, and vacation
3 periods.
4

5 **Section 10.6.3. Promotions and Transfers.**
6

7 **Section 10.6.3.1.** The District shall publicize within the bargaining unit the availability of
8 new or open positions and their location as soon as is practicable after the District has been apprised of
9 the opening. New or open positions shall not be filled by the District until interested applicants have
10 had at least five (5) workdays to apply. The District shall provide the Association president copies of
11 the new or open position(s) via the central office pony box.
12

13 **Section 10.6.3.2.** The employee with the earliest hire date shall have preferential rights
14 regarding promotions and/or transfers to new or open positions within the bargaining unit when ability
15 or performance are substantially equal with other candidates outside the bargaining unit.
16

17 **Section 10.6.3.3.** A member of this bargaining unit shall have preferential rights regarding
18 promotion and/or transfers to new or open positions within the other PSE bargaining unit when ability
19 or performance are substantially equal with other candidates who are not District employees.
20

21 **Section 10.6.3.4.** If the District determines that preferential requirements are not governed
22 because another candidate possesses ability and performance greater than a senior employee or
23 employees, the employee not selected for promotions or transfers may meet with the manager of
24 classified personnel to discuss the reasons for the decision. If possible, the supervisor/manager in
25 charge of the selection decision would be present. Any grievance filed over this section, in a seniority
26 bypass situation, would begin at the third level and, pursuant to Section 15.2.3, a written statement of
27 grievance shall be submitted within fifteen (15) working days of the meeting to the superintendent or
28 the superintendent's designee.
29

30 **Section 10.6.3.5.** The District shall, when job posting periods are up, provide the
31 Association with access to name, hire date, and classification information on the successful bidder and
32 on all employees who bid for the available position.
33

34 **Section 10.6.3.6.** Costs of arbitration for any seniority bypass grievance filed under
35 Section 10.6.3 through 10.6.3.6, with the exception of respective attorney fees and related costs, shall
36 be born by the loser of such arbitration. All arbitrator's fees shall be paid by the Union unless the
37 arbitrator determines that the grievant shall be placed in the position at issue or orders the grievant's
38 placement in a comparable position or in the position sought, when vacated.
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ARTICLE XI

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 11.1. The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 11.2. Notification To Non-Annual Employees. This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 11.2.1. Should the District decide to discharge any non-annual employee for justifiable cause at the expiration of any given school year, such employee shall be so notified in writing prior to the expiration of the school year.

Section 11.2.2. Nothing contained in this section shall in any regard limit the operation of other sections of this article.

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. The District shall provide from state funds a contribution to a benefit pool. The amount will be the average of the state funded allocation multiplied by the number of FTE employees in the bargaining unit multiplied by a factor of 1.152.

For the school year 2007-2008 the state funded amount is seven hundred seven dollars and zero cents (\$707.00) per FTE employee per month. In the event that the amount is changed by the state, the calculation will be changed accordingly.

The benefit pool will then be used in the following manner.

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1. For eligible employees as defined in Section 12.1.1, a contribution of seven hundred seven dollars and zero cents (\$707.00) will go toward the costs of mutually approved basic benefit insurance plans as provided below. All employees shall be covered by the Washington Dental Service plan or Willamette Dental plan, NBN Vision plan, and Long-Term Disability plan, and the regular monthly premium for these plans shall be deducted first from the benefit pool.
 2. In the event that money remains in the benefit pool, the contribution will be increased to help pay out-of-pocket costs for those employees whose basic benefit insurance costs exceed seven hundred seven dollars and zero cents (\$707.00).

1 2007-2008 mutually approved basic benefit insurance plans:

- 2
- 3 *Washington Dental Service or Willamette Dental
- 4 *Long-Term Disability
- 5 Premera Blue Cross
- 6 Kaiser Foundation Health
- 7 *NBN Vision Insurance
- 8

9 Asterisk (*) plans are mandatory.

10
11 2007-2008 mutually approved optional benefit insurance plans are available to employees at their
12 discretion. Payment of these plans shall be at the employee's expense unless state funds remain in the
13 benefit pool after all basic benefits are fully paid. The following are available:

- 14
- 15 Short-Term Disability
- 16 Cancer Insurance
- 17 Life Insurance
- 18

19 The benefit pool shall be reviewed at least quarterly and revised to insure that all available dollars are
20 used as described above. An estimated amount will be calculated to start the year in September. A
21 review and revision will be made at the end of November, February, and May. A review will also be
22 made at the end of August with a revision made by adjusting the benefit pool for the next year.

23
24 **Section 12.1.1.** Employees who work four (4) or more hours per day or a minimum of seven
25 hundred twenty (720) hours per year shall be eligible for enrollment in District insurance programs.
26 Employees hired prior to September 1, 2007, shall receive the full contribution pursuant to
27 Section 12.1. Employees hired on or after September 1, 2007 shall receive a prorated contribution in
28 accordance with the chart below. Employees hired prior to September 1, 2007, who experience an
29 involuntary reduction in hours will remain eligible for the full contribution; provided, however, that
30 any employee voluntarily reducing their hours will receive a prorated contribution in accordance with
31 the chart below.

<u>FTE Range</u>	<u>Prorated Contribution</u>
.692 - 1.000	100%
.622 - .691	90%
.553 - .621	80%
.484 - .552	70%
.415 - .483	60%
.346 - .414	50%

40
41 **Section 12.1.2.** During the open enrollment period, employees whose work hours fall into more
42 than one bargaining unit will, for insurance purposes, be placed in the bargaining unit in which most of
43 their hours are worked. Employees whose hours are divided fifty-fifty (50%-50%) between bargaining
44 units must choose, during open enrollment, the unit in which they will be eligible for benefits. If an
45 employee changes bargaining units, as defined in Section 1.3, during the year, then benefits will be
46 changed to the appropriate unit.

1 **Section 12.2.** The District shall provide for participation in the Washington State Public Employees'
2 Retirement System as required by state law and regulations and in accordance with federal law. The
3 District shall report all hours worked, whether straight time, overtime or otherwise.
4

5 **Section 12.3.** Medical examinations required as a condition of employment shall be paid by the
6 District; provided, however, that the District may designate a specific physician or clinic. If a different
7 physician is selected by an employee, that employee must pay the difference in cost, if it is more than
8 that paid by the District to the District designated physician or clinic. Upon proper documentation
9 from the employee, the District will reimburse the actual amount paid by the employee who selects a
10 different physician up to the dollar amount that the District would have paid to the District's
11 designated physician or clinic. The District does have the right to require a second opinion from the
12 District's designated physician or clinic with the cost being paid by the District.
13
14

15 **ARTICLE XIII**

16 **STAFF DEVELOPMENT**

17
18 **Section 13.1.** In order to achieve individual competence and quality work performance, the District
19 recognizes its obligation to the professional development of the employee and agrees that each
20 employee subject to this agreement shall be given adequate opportunities to develop his/her
21 professional job skills and knowledge. A representative from the bargaining unit shall serve as a
22 member of the District's staff development committee. The designated administrator must give
23 advance approval before the employee is to be reimbursed for course costs or hourly wages for time in
24 the program.
25
26

27
28 **Section 13.1.2.** In addition to funds budgeted for staff development at the building/department
29 level, funds shall be made available to Evergreen Office-Clerical bargaining unit members for staff
30 development in the amount of \$7,000.00 for each year of the agreement. Distribution of these funds
31 shall be by the staff development office, with consultation with the classified personnel office and
32 consideration of bargaining unit member requests. The Association will generate a list of staff
33 development needs and opportunities for submission to the District administrator for staff
34 development.
35

36 **Section 13.2.** The District shall provide orientation for all new employees of the District. Classified
37 staff development and inservice training will be an on-going process. Employees shall have input to
38 their immediate supervisor for classified staff development activities. PSE Office-Clerical shall have
39 opportunity for input in planning for inservice. Regular wages shall be paid for time spent in
40 mandatory inservice training sessions or workshops, and for approved training sessions attended
41 during an employee's regular work hours.
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1 **Section 13.3.** Any position requiring a current CPR and First Aid card shall be so noted on the
2 individual job description. The District will provide an opportunity, at least once per year, for those
3 members to take the training necessary to retain a valid CPR and First Aid card, on paid work time,
4 and will pay the normal and customary fees for the cost of the card. In addition, there will be no
5 charge to the employee for this training provided by the District.
6

7 8 **ARTICLE XIV**

9 10 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

11
12 **Section 14.1.** Each employee subject to this agreement, shall, as a condition of employment, maintain
13 his/her membership in the Association during the term of this agreement.
14

15 **Section 14.2.** Except as provided by Section 14.3 and 14.5, all employees in classifications subject to
16 this agreement who are not members of the Association on the effective date of this agreement and all
17 employees in classifications subject to this agreement who are hired at a time subsequent to the
18 effective date of this agreement, shall, as a condition of employment become members in good
19 standing of the Association within thirty (30) days of the effective date of this agreement or within
20 thirty (30) days of hire date, whichever is applicable. Such employee shall then maintain his/her
21 membership in the Association in accordance with the previous section.
22

23 **Section 14.3.** The parties recognize that an employee shall have the option of declining to join the
24 Association, yet contribute financially to the activities of the Association in representing him/her as a
25 member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the
26 membership requirements of the previous sections of this article, an employee who declines
27 membership in the Association shall pay to the Association each month a service charge as a
28 contribution toward the administration of this agreement in an amount equal to the regular monthly
29 dues. This service charge shall be collected by the Association in the same manner as monthly dues.
30 The chapter president should be contacted for further information.
31

32 **Section 14.4.** Any employee who refuses to become a member of the Association in good standing or
33 pay the service charge in accordance with the previous sections, shall, at the option of the Association,
34 be immediately discharged from employment by the District.
35

36 **Section 14.5.** Nothing contained in this agreement shall require Association membership of
37 employees who object to such membership based on bona fide religious tenets or teaching of a church
38 or religious body of which such employee is a member. Such employee shall pay an amount
39 equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed
40 upon by the employee and the Association. The employee shall furnish written proof that such
41 payment has been made. If the employee and the Association cannot agree on such matter, it shall be
42 resolved by the Public Employment Relations Commission pursuant to Chapter 41.56 RCW.
43

44 **Section 14.6.** The District shall deduct PSE dues or service charges from the pay of any employee
45 who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all
46 such funds deducted to the treasurer of the Public School Employees of Washington on a monthly
47 basis.
48

1 **Section 14.7.** For payroll purposes only, for employees who work in both PSE bargaining units, dues
2 will be sent to whichever unit they are included in for purposes of medical benefits (see
3 Section 12.1.2). However, membership in the unit is determined by the recognition clause (Article I);
4 not on which unit dues money is paid to.
5
6

7 **ARTICLE XV**

8 **GRIEVANCE PROCEDURE**

9
10
11 **Section 15.1.** Grievances or complaints arising between the District and its employees within the
12 bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation or
13 application of the terms and conditions of this agreement, shall be resolved in strict compliance with
14 this article.
15

16 **Section 15.2. Grievance Steps.**

17
18 **Section 15.2.1.** The employee shall first discuss the grievance with his/her immediate
19 supervisor. The Association shall be provided with a list of immediate supervisors who will serve as
20 level one District representation. If the employee wishes, he/she may be accompanied by an
21 Association representative at such discussion. All grievances not brought to the immediate supervisor
22 in accordance with the preceding sentence within thirty (30) calendar days of the occurrence of the
23 grievance shall be invalid and subject to no further processing.
24

25 **Section 15.2.2.** If the grievance is not resolved to the employee's satisfaction in accordance with
26 Step 1, the employee shall reduce to writing an informal statement of the grievance containing the
27 following:
28

- 29 A. The facts on which the grievance is based;
 - 30 B. A reference to the provisions in this agreement which have been allegedly violated; and
 - 31 C. The remedy sought.
- 32

33 Step 2 must take place within ten (10) working days after the informal discussion in Step 1, or the
34 grievance will be considered invalid and subject to no further processing. District level management
35 will have five (5) working days from submission of this statement to resolve it by indicating on the
36 statement the disposition. If an agreeable disposition is made, all parties to the grievance shall sign.
37

38 **Section 15.2.3.** If no settlement has been reached within the five (5) days referred to in the
39 preceding subsection, and the Association believes the grievance to be valid, PSE's formal written
40 statement of grievance shall be submitted within fifteen (15) working days to the District
41 superintendent or the superintendent's designee. After such submission, the parties will have ten (10)
42 working days from submission of the written statement of grievance to resolve it by indicating on the
43 statement of grievance the disposition. If an agreeable disposition is made, all parties to the grievance
44 shall sign it.
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ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1. Salaries for employees subject to this agreement, during the term of the agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.

Section 17.2. Salaries contained in Schedule A shall be for the entire term of this agreement, subject to the terms and conditions of Section 20.3. Should the date of execution of this agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Section 17.3. Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 20.3, on the first regular pay day following agreement on such schedule.

Section 17.4. If money is provided by the state for increments, the Association will be contacted as to how the money is to be applied. If increments are to be paid, the employee is eligible only if he/she worked at least six (6) months prior to the effective date of the increment.

Section 17.5. Errors in salary amount which results in under payment must be corrected in the current payroll period if notification is received in the payroll office by the tenth (10th) of the month. Subsequent checks shall then bear the correct monthly salary. In the event of over payment, the employee shall be notified prior to deduction, and shall have the right to obtain an adjustment in order to avoid hardship.

Section 17.6. When employees transfer from one classification to another, within the same bargaining unit, they shall retain District seniority rights. Where possible they shall be placed on the salary step at the pay rate closest to, but not lower than, their current rate. If their current rate includes longevity steps, they shall be placed on the salary step at the pay rate closest to, but not lower than, the top step of their current pay level (not including longevity). The respective longevity percentage(s) will then be applied to the new pay step. Employees transferring to lower level classifications shall be placed at the pay rate closest to their current step (not including longevity, unless it applies). Upon the employee's request at the time of transfer, the classified personnel office shall have discretion for placement in the new classification by considering similar previous work experience up to a maximum of the second year step.

Section 17.7. Employees subject to this agreement who are required in the course of their employment to use their personal vehicles shall be reimbursed by the District for mileage at maximum IRS allowable rate (with no retroactivity).

Section 17.8. Ten-month employees who work eight (8) hours per day will receive their salary divided into twelve (12) equal monthly checks as long as they are employed on the first day of their scheduled calendar and adhere to that calendar.

ARTICLE XVIII

STAFF PROTECTION

Section 18.1. Individual losses or damage to personal items or equipment shall be reimbursed to the limit of the insurance deductible, up to three hundred dollars (\$300.00), based on actual value at the time of the loss as determined by an insurance adjuster and subject to the following conditions:

- A. There must be proof submitted that the employee has insurance. An employee must exhaust his/her own insurance recovery possibilities before being eligible for reimbursement under this provision. A copy of the employee's homeowner's/auto insurance is required.
- B. There must be filed with the District personnel office, within twenty (20) days after the damage or loss, a Proof of Loss and Claim for Reimbursement form.
- C. There shall be no reimbursement for loss of cash.
- D. Upon approval by the District of a certified claim, individual losses shall be reimbursed to the limit of the insurance deductible, up to three hundred dollars (\$300.00) 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 acts of vandalism to automobiles will be reimbursed subject to the provisions above.

Section 18.1.1. Individual losses for damage to an employee's personal property that are caused by other District employees acting within the scope of their employment shall be referred to the District's liability insurance carrier for adjustment and payment of claim, if justified.

Section 18.1.2. The District and District insurance carrier agree to take appropriate steps as required by the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act, to correct safety and health hazards and deficiencies relating to school property, activities, and procedures. The Association and its members agree that they will support and assist the District and the insurance company in their efforts to be informed of and to correct safety and health hazards and deficiencies. Such employees will receive a response in a timely fashion.
(Reference Section 3.1.1.)

ARTICLE XIX

SUMMER WORK

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

Section 19.1. The District will provide the Association with a list of expected job openings prior to the last day of school, if known. Summer positions will be included on the District's job hotline. The District shall not fill summer positions with outside employees until bargaining unit employees have had at least five (5) working days to submit applications. Furthermore, interested applicants shall have at least five (5) working days to submit applications for jobs that occur after school is out.

Section 19.2. Current bargaining unit members will receive first consideration for posted summer positions in their same titled positions.

Section 19.3. Less than twelve (12) month permanent employees who also work during the summer months will continue to accrue sick leave for the hours they work. The permanent employee who is hired for a posted summer position may use accumulated sick leave in those situations where he/she is out due to personal illness. In those situations, the employee may use sick leave for up to the number of hours he/she would normally work per day in the summer position. There will be no use of personal days by any individual filling a summer position.

Section 19.4. Positions posted for summer work, during specific days of summer break, are eligible for July 4 holiday pay as long as there is compensated time (summer posted hours) on both sides of the holiday. If there is a requirement substantiated in writing by the principal that the employee is required to work extended days such that there is work time on both sides of the holiday, the employee shall receive holiday pay for July 4.

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ARTICLE XX

TERM AND SEPARABILITY OF PROVISIONS

Section 20.1. The term of this agreement shall be for three (3) years, September 1, 2007 to August 31, 2010.

Section 20.2. All provisions of this agreement shall be applicable to the entire term of this agreement notwithstanding its execution date, except as provided in the following section.

Section 20.3. This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that all wages on Schedule A shall be increased by the state COLA for 2007-2008, 2008-2009 and 2009-2010; and provided further that all state increases for classified salaries and benefits shall be passed through for each year of this agreement. Incremental steps on Schedule A shall be funded by the District in 2007-2008, 2008-2009 and 2009-2010.

In addition:

- A) During the 2007-2008 school year, a negotiations subcommittee will continue to review and define the difference between class levels in each classification. Upon completion of this review, but no later than March of 2008, the parties agree to reopen negotiations regarding class levels on Schedule A.
- B) Beginning September 1, 2008, employees who have completed five (5) years with the District, or as provided in Section 16.1, shall receive a longevity step of 1.5%. This five year longevity step will be added to Schedule A and pay rates for subsequent longevity steps (10, 15, 20, & 25) will be adjusted accordingly.
- C) Effective September 1, 2009, all wages on Schedule A will be increased an additional 1% over any state salary increase for 2009-2010.

This agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment.

Section 20.4. If any provision of this agreement or the application of any such provision is held invalid, the remainder of this agreement shall not be affected thereby.

1 **Section 20.5.** Neither party shall be compelled to comply to any provisions of this agreement which
2 conflicts with state or federal statutes or regulations promulgated pursuant thereto. In the event any of
3 the terms of this agreement are affected by subsequent federal or state laws or government decree, such
4 terms of the agreement shall be modified so as to conform to the requirement of such law. All other
5 provisions of this agreement shall continue in full force and effect.
6

7 **Section 20.6.** In the event either of the foregoing sections is determined to apply to any provision of
8 this agreement, such provisions shall be renegotiated pursuant to Section 20.3.
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Schedule A
Evergreen School District
September 1, 2007 – August 31, 2008

SECRETARIAL	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	Longevity	Longevity	Longevity	Longevity
				After 10 Years <u>Service Add 1.5%</u>	After 15 Years <u>Service Add 1.5%</u>	After 20 Years <u>Service Add 1.5%</u>	After 25 Years <u>Service Add 1.5%</u>
Class I	\$13.81	\$14.50	\$15.19	\$15.42	\$15.65	\$15.88	\$16.12
Class II	\$15.97	\$16.72	\$17.44	\$17.70	\$17.97	\$18.24	\$18.51
Class III	\$16.61	\$17.43	\$18.21	\$18.48	\$18.76	\$19.04	\$19.33

Class I: Elementary Office Assistant; ECC Office Assistant ; Receptionists; Assistant Secretary--Special Services

Class II: Building Level Secretaries; High School (10-Month) Registrar/Secretary; Secretaries to Special Services; Community Education Secretary; Career and Technical Education Secretaries (Evergreen H.S., Mt. View H.S., and Heritage H.S.); Secretaries to Curriculum and Instruction Departments; Skills Center Secretaries; Secretary/Transportation; Secretary to Purchasing/Accounting Department; Secretary to Manager of Maintenance; Support Secretary to Business Services; Secretary to Manager of Print Shop; Career and Technical Education Secretary (ASC); Fiscal/Special Projects Secretary; Fine Arts/Music Secretary; Home Choice Academy; Secretary to Facilities Director; Staff Development Secretary; Secretary to Executive Director of Instructional Services; Secretary to Manager of Federal Programs; Secretary to Student Support Services; Secretary to Manager of Instructional Technology; Secretary to Transportation Manager; Secretary to Skills Center Director; Secretary to Manager of CIR; Secretary to Career and Technical Education Advisory; Secretary to Career and Technical Education Director and Assistant Director; Secretary to Risk Management and Safety Manager and Coordinator of Safe and Civil Schools; Secretary, Assessment and Research

Class III: Secretary to Director of Special Services

Schedule A
Evergreen School District
September 1, 2007 – August 31, 2008

CLERICAL

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Longevity</u> After 10 Years Service Add 1.5%	<u>Longevity</u> After 15 Years Service Add 1.5%	<u>Longevity</u> After 20 Years Service Add 1.5%	<u>Longevity</u> After 25 Years Service Add 1.5%
Class I	\$13.83	\$14.60	\$15.31	\$15.54	\$15.77	\$16.01	\$16.25
Class II	\$14.62	\$15.22	\$15.88	\$16.12	\$16.36	\$16.61	\$16.86
Class III	\$15.41	\$16.06	\$16.70	\$16.95	\$17.20	\$17.46	\$17.72
Class IV	\$16.46	\$17.15	\$17.79	\$18.06	\$18.33	\$18.60	\$18.88

Class I: Textbook Clerk--High School; Due Process Clerk; Due Process Office Assistant; Records Center Office Assistant; Instructional Services Clerk; Computer Data Entry Clerk; Curriculum/Instruction Clerk; Personnel Clerk; Student Services Clerk; Support Clerk--Records; Support Clerk--CIR; Support Clerk--IRC; Conference Center Clerk; Counseling Clerk; Clerk--Burgundy; Program Process Assistant; Discipline Clerk

Class II: Records Center Clerk; Vocational Assessment Clerk; Building Rentals Support Clerk; Database Support Clerk; Assistant Health Records Clerk; Substitute Clerk II; Record Keeper (Daycare); Accounting Support Clerk; Assessment Support Clerk; Database Support--Skyward/WESPaC; Comprehensive School Reform Grant Clerk; ELL Support Clerk

Class III: Purchasing Clerk; Accounts Payable Clerk; Substitute/Payroll Clerk; Instructional Technology Clerk; Accounting Clerk III; Inventory Control Clerk; Substitute Clerk III

Class IV: Substitute Services Specialist; Transportation Payroll Specialist; Career and Technical Education Budget Clerk; 12-Month Registrars; Boundary & Data Specialist; Facilities Clerk; Classified Personnel Clerk

Schedule A
Evergreen School District
September 1, 2007 – August 31, 2008

PROFESSIONAL TECHNICIANS

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	Longevity After 10 Years <u>Service Add 1.5%</u>	Longevity After 15 Years <u>Service Add 1.5%</u>	Longevity After 20 Years <u>Service Add 1.5%</u>	Longevity After 25 Years <u>Service Add 1.5%</u>
Class I	\$17.43	\$18.07	\$18.71	\$18.99	\$19.27	\$19.56	\$19.85
Class II	\$18.68	\$19.33	\$20.01	\$20.31	\$20.61	\$20.92	\$21.23
Class III	\$19.29	\$20.05	\$20.78	\$21.09	\$21.41	\$21.73	\$22.06
Class IV	\$20.10	\$20.78	\$21.51	\$21.83	\$22.16	\$22.49	\$22.83
Class V	\$21.66	\$22.45	\$23.26	\$23.61	\$23.96	\$24.32	\$24.68

Class I: Buyer; Health Records Specialist; Budget Specialist; Facilities Fiscal Specialist; CIR Fiscal/Technical Specialist; Payroll Support Technician; Assessment Specialist

Class II: Payroll Technician

Class III: Payroll Specialist; Public Information Specialist; Coordinator of Volunteer Activities; Coordinator of After School Programs; Coordinator of Tutoring; ESD Foundation Coordinator

Class IV: Certificated Personnel Specialist

Class V: Lead Accounting Assistant; Lead Purchasing Assistant; Records Retention Lead; Building Rentals Specialist



Evergreen School District #114
Classified Personnel
PERFORMANCE EVALUATION FORM

Name:	Evaluation Type: Check appropriate box(es)			
Job Title(s):	Probation			
Location:	Annual			
Evaluation Criteria	Expectations			
Any indicator marked other than "Meets" should have an explanatory comment entered in the comment section on the following page. (* = indicators)	Exceeds	Meets	Needs to Improve	Unsatisfactory
1. Job Knowledge/Job Performance:				
• Performs essential functions of the job				
• Demonstrates skill level appropriate to the job				
• Complies with federal, state, and local regulations, including those related to safety				
• Follows district's policies and procedures				
• Manages student behavior according to district policy and procedures, if applicable				
• Operates office machines/equipment appropriately				
• Maintains accurate records and reports as required				
2. Quality of Work:				
• Completes work as directed				
• Shows accuracy and thoroughness of work				
3. Quantity of Work:				
• Finishes assigned tasks within allotted time				
• Consistently meets productivity standards, if applicable				
4. Attendance and Punctuality:				
• Maintains acceptable attendance				
• Punctual--Follows established beginning and ending times of work schedule, including lunch and breaks				
5. Interpersonal Skills:				
• Demonstrates a cooperative and professional attitude in working with co-workers, students, staff, and the public				
• Interacts with mutual respect and dignity				
• Demonstrates a team approach				
6. Communication Skills:				
• Exchanges information accurately and uses appropriate form of communication for audience				
• Provides tactful and courteous communication				
• Uses correct grammar, punctuation, and spelling, if applicable				
7. Initiative and Follow-through:				
• Demonstrates ability to use foresight and effectively plans and organizes workload				
• Performs assigned tasks with minimal supervision				
• Recognizes needs and acts appropriately without direction				
• Demonstrates appropriate use of discretionary time				
• Demonstrates ability to deal with non-routine and/or emergency situations				
8. Adaptability:				
• Adjusts positively to new processes, assignments, and/or working conditions				
• Receptive to supervisor's suggestions for improvement				
9. Professionalism:				
• Respects, understands, and demonstrates confidentiality				
• Supports the goals of the district				
• Demonstrates the characteristics of a positive role model				
• Exhibits good judgment and common sense				
• Presents an appearance appropriate for the assignment				
• Sp.Ed. Assistants are making progress towards completion of the state "core competencies" within established time lines				

Evaluator's Comments:

*Your signature only indicates that you have read and discussed this evaluation with the evaluator, not that you necessarily agree or disagree with its content. You may submit a written response to the classified personnel office, preferably within ten (10) business days of this date, and your statements will be attached to this evaluation form which will be included in your permanent personnel file.

Employee's Signature*

Date

Supervising Teacher and/or Administrator's Signature(s)

Date

Revised 4/00

1 **OFFICE/CLERICAL RECLASSIFICATION REQUESTS**

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

5
6 Approved reasons for submitting a job description:

- 7
8 1. A major function has been added or removed from your position that changes
9 the level of responsibility or skills required.
10 2. The position requires significant higher levels of knowledge or skills than your present
11 job description.
12 3. Your position requires a higher level of responsibility in decision making or a higher
13 level of authority not in your present class level.
14 4. Your position requires you to provide guidance, training, and/or give direction to staff,
15 students and others, with a level of autonomy or responsibility greater
16 than others in your present classification.
17

18 Do not submit a reclassification for the following reasons:

- 19 1. You are assigned duties that are similar or equal to present classification.
20 2. You have no other opportunity for promotion or advancement.
21 3. You possess higher education or experience than other employees in your
22 classification.
23 4. The volume of the same work has increased.
24 5. Your performance is superior to your co-workers.
25 6. You have to learn new technologies or update your skills so you can perform
26 the same duties. Otherwise, using new methods for the same results.
27

28 **OFFICE/CLERICAL RECLASSIFICATION**
29 **EMPLOYEE CHECK LIST**

- 30
31 _____ Complete and attach Office/Clerical Request for Reclassification form.
32
33 _____ Complete and attach Reclassification Process Form.
34
35 _____ Complete and attach Employee Reclassification Supplemental Questions.
36
37 _____ Complete and attach Office/Clerical Reclassification Request Organizational
38 Chart.
39
40 _____ Attach a copy of present job description.
41
42 _____ Attach job description from classification that you are requesting to be moved to.
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46
47 03/21/03 Office/Clerical reclassification check list.
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OFFICE/CLERICAL FREQUENTLY ASKED QUESTIONS

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

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

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

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

Q. How do I request a position be reclassified?

A. Follow the process and guidelines.

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

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

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

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

Q. How do I submit my request for reclassification?

A. Submit it to the Reclassification Committee, Attention: Sue Warnke/Chair, in the Gray Complex at ASC.

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

A. Contact Debbie Asby, P.S.E Union Representative, at the P.S.E. Regional Office in Vancouver. The phone number is 253-5520 or 1-800-826-4773.

Q. Will I be interviewed?

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

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

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

OFFICE/CLERICAL FREQUENTLY ASKED QUESTIONS

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Q. Will my immediate supervisor be interviewed?

A. Possibly, an interview may be necessary, if clarification is needed.

Q. How long will it take for me to know if my request has been approved?

A. Before the start of the upcoming school year at the latest.

Q. Who determines if my request will be approved?

A. The joint labor-management committee (which consists of 3 PSE and 3 District representatives) will review your request, compare the position to other positions in the district, and make a recommendation to the superintendent.

Q. If my request is denied, does that mean the district feels my work isn't as important as other positions, or that I'm not doing a good job?

A. No! Every position is important and each employee is valued for their contribution to the district. It is important to remember that a reclassification is based on the job description and the duties performed; not on the employees holding the position.

Q. Can I appeal the final decision?

A. In most cases, no. Contact Debbie Asby to discuss your options.

1 **OFFICE/CLERICAL REQUEST FOR RECLASSIFICATION**

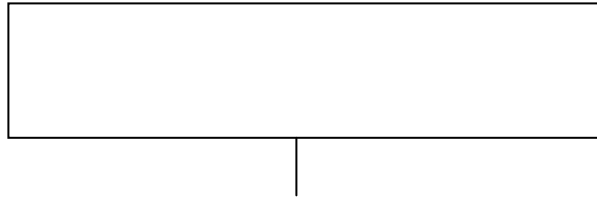
2 (To be filled out by requesting employee(s))

3

4 Date submitted:	Current work location
5 Employee name(s):	
6	
7 Current job title:	Current classification:
8	
9 Date last revised and approved:	Current salary range
10	
11 Has this position been submitted for reclassification in the past? Yes No Don't know (Circle one)	
12 If yes, when?	
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14 Proposed job title (If needed):	Proposed classification and salary range:
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16 Justification: Describe duties that are higher than your current classification:	
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26 Job Comparison: Attach job description from a higher classification that has a comparable level of	
27 responsibility and skill as your current duties.	
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29 Job Duties: Tell us what duties you do that fit into the higher classification. How often do you perform these	
30 duties, i.e., daily, weekly, monthly, etc? How much time do you devote to each duty?	
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38 Additional Comments:	
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**OFFICE/CLERICAL RECLASSIFICATION REQUEST
ORGANIZATION CHART**

Using an organizational chart, show who you support and who you report to:



Supervisor/Manager/Principal

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Organizational Chart 2/22/03

1 **EMPLOYEE RECLASSIFICATION SUPPLEMENTAL QUESTIONS**

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3 Employee(s) _____
4 _____
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7 1. What assignments or areas of responsibility have been added or deleted?
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11 2. How does your position fit in the structure of your department or building?
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16 3. How long have you performed the duties that you believe fall outside your job description?
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20 4. What specialized education or training have you been required to take in
21 order to perform your duties?
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25 5. What are your main job responsibilities?
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29 6. Do you have any decision-making authority? (Those decisions you make
30 without your supervisor.)
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34 7. Are you seeking a reclassification for all employees working under your same
35 job description? If so, are these questions being answered for the group or
36 individual?
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45 2/22/03 Supplemental question form
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1 **RECLASSIFICATION PROCESS FORM**

2
3
4 Position being reviewed: _____

5
6 Employee(s) being interviewed: _____

7
8 Date: _____

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

13
14
15 **Knowledge base and talents** (check only one)

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

20
21 **Independent Decision-Making** (Check one only)

- 22 _____ Independent decisions are restricted by established procedures and precedents.
23 _____ Independent decisions are shared in accordance with established policies and
24 procedures.
25 _____ Limited independent decisions that stays within established work objectives.
26 _____ Considerable independent decisions that stay within program objectives.

27
28 **Lead Direction of Expert Guidance** (check one only)

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

34
35 **Responsibility level of this position** (check one only)

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

Memorandum of Understanding

The purpose of this Memorandum of Understanding is to specify the process/procedures that will be followed by the Public School Employees of Evergreen Office-Clerical and the Evergreen School District to continue to work together to address concerns of professional development, work load, and effective communications.

1. **Professional Development:** The purpose of professional development is to design opportunities that enhance knowledge and skills pertinent to the roles and responsibilities of all employees. All employees should be provided such opportunities and should be expected to continue to learn and grow professionally. The joint district/classified employee staff development committee will continue its work to develop and implement a model for professional development that includes a variety of delivery options and offerings for classified employees.
2. **Workload:** Workload issues will be a primary focus of monthly meetings between District representatives and the Association's conference committee. The parties are concerned about increasing workload demands and will work to explore options/solutions to address these issues and enable staff to continue to perform at a professional level.
3. **Communications:** Effective communication in a district the size of Evergreen will always be a challenge. The parties agree to continue the monthly district/conference committee meetings as one vehicle for improving communications. Emphasis will be placed on providing the opportunity for end user input, clarifying reasons for certain decisions, and openly addressing rumors/questions that arise.

This Memorandum of Understanding shall become effective September 1, 2007, shall remain in effect until August 31, 2010, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF EVERGREEN

EVERGREEN SCHOOL DISTRICT

BY: _____ signed by _____
Cori Kelly, Chapter President

BY: _____ signed by _____
John Deeder, Superintendent

DATE: _____ June 7, 2007

DATE: _____ June 27, 2007

Letter of Agreement

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF EVERGREEN OFFICE-CLERICAL AND THE EVERGREEN SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XX, SECTION 20.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. Public School Employees of Evergreen Office-Clerical and the Evergreen School District agree to participate in the VEBA III Health Reimbursement Plan for retirement/separation from service sick leave cash-out (Section 9.1.5.1) pursuant to RCW 28A.400.210, VEBA III 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, 2007, shall remain in effect until August 31, 2008, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF EVERGREEN OFFICE-CLERICAL

EVERGREEN SCHOOL DISTRICT

BY: signed by
 Cori Kelly, Chapter President

BY: signed by
 John Deeder, Superintendent

DATE: June 7, 2007

DATE: June 27, 2007