

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Evergreen Public Schools**

AND

**Public School Employees of  
Evergreen PSE**

SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2013

Public School Employees of Washington  
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## PREAMBLE

This Agreement is made and entered into between Evergreen Public Schools Number 114 (hereinafter "District") and Public School Employees of Evergreen Public Schools, 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 1.2. The Association recognizes the responsibility of representing the interests of all such employees.

**Section 1.2.** The bargaining unit to which this Agreement is applicable shall include all positions in Schedule A attached hereto.

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

**Section 1.3.1.** Individuals occupying positions of thirty (30) consecutive workdays or less are not members of the bargaining unit. Terms and conditions relating to temporary positions of more than thirty (30) consecutive workdays are described in Article XX.

**Section 1.3.2.** Individuals holding the following positions are not included in the bargaining unit: Community Education Teachers; Weekend Building Supervisors; Homework Helpline Assistants; Health Screening Coordinators/Assistants; student workers; and classified employees holding extra curricular assignments such as Outdoor School and Special Olympics Coaches.

**Section 1.3.3.** A permanent position is one that is neither temporary nor a substitute position and exists for more than thirty (30) consecutive workdays.

**Section 1.3.4.** Seasonal positions (e.g., additional warehouse help during new school openings, additional print shop help during yearbook publication period, additional IRC staff during book adoptions, etc.) shall not be included in the bargaining unit. However, a seasonal position shall not extend beyond eighty (80) workdays in a four (4) month period, or it must be posted as a bargaining unit position.

**Section 1.3.5.** A substitute who replaces a regular employee who is on leave for a period of one (1) day to as much as three (3) months is not a member of the bargaining unit.

1 **Section 1.4.** The District will present new or modified position descriptions and proposed pay rates to  
2 the Association President. If the district believes that the responsibility level of a position's duties  
3 and/or level of required skill and ability have been changed so significantly so as to make inappropriate  
4 the salary placement determined during the most recent round of bargaining, the District will provide  
5 the modified position descriptions and proposed pay rate to the Association President. If the  
6 Association does not respond within seven (7) business days from receipt, and there is a vacancy, the  
7 position may be posted and filled as per the District's determination. Any changes subsequently  
8 negotiated will be retroactive to the date the employee was newly hired or transferred into the position.  
9

10 **Section 1.5.** The Reclassification Bargaining Subcommittee (RBSC) shall develop review procedures  
11 and timelines, and submit them to the District and the Association for mutual approval.  
12

13 The RBSC will consist of six (6) members: three (3) bargaining unit members and three (3)  
14 administrative members. Each party will be responsible for selection of its own members.  
15

16 **Section 1.5.1.** In the event an employee believes that the responsibility level of a his/her  
17 position's duties and/or level of required skill and ability have been changed significantly so as to make  
18 inappropriate the current salary placement, the employee will notify the RBSC of:  
19

- 20 1) the significant changes that require re-bargaining;
- 21 2) the additional skills required to perform the significant changes; and
- 22 3) the proposed modified salary placement.  
23

24 Employees who believe their position has been substantially modified, so as to qualify under this  
25 section, must have written documentation outlining the significant changes and corresponding skill  
26 level(s) needed to initiate a review by the RBSC of the position. Employees must submit the  
27 documents to the RBSC no later than April 1. The RBSC will make every reasonable effort to  
28 communicate back to the requesting employee the status of his/her request by June 30.  
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30 The RBSC will make recommendations to the Superintendent and Association President. Upon  
31 approval of the Superintendent and Association, the changes will be implemented on September 1.  
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## ARTICLE II

### **RIGHTS OF THE EMPLOYER**

**Section 2.1.** It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights, in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

**Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

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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.

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**Section 3.1.1.** The District will take steps, as required by law, to provide a safe working environment. Employees should report any suspected unsafe working situations to their supervisors.

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The District shall provide training on hazardous or dangerous material as required by law.

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

4  
5 **Section 3.3.** Employees have the right to choose one of the Association representatives listed in  
6 Section 3.6.2 to be present at discussions between themselves and supervisors, as provided in the  
7 grievance procedure. Employees shall have the right to choose one of the Association representatives  
8 listed in Section 3.6.2 for representation when disciplinary action is taken or when the employee  
9 reasonably believes that there is the potential of disciplinary action that may affect the continuation of  
10 employment. Such representation shall not be delayed beyond the next business day except during  
11 winter and spring breaks.

12  
13 **Section 3.4.** Each employee reserves the right to delegate any right or duty contained in this  
14 Agreement, exclusive of compensation for services rendered, to appropriate officials of the  
15 Association.

16  
17 **Section 3.5.** Neither the District nor the Association, shall discriminate against any employee  
18 subject to this Agreement on the basis of race, creed, color, sex, religion, age, or marital status or  
19 because of a physical handicap with respect to a position, the duties of which may be performed  
20 efficiently by an individual without danger to the health or safety of the physically handicapped  
21 person or others.

22  
23 **Section 3.6.** The District may maintain a personnel file on each employee. Such file shall contain  
24 such items as original employment application and resume, educational records, references,  
25 information required as a condition of employment, payroll authorizations, status sheets,  
26 correspondence, evaluations, and any other information that is pertinent to the employee.  
27 Supervisors and/or the District business office may keep a working file with copies of information  
28 required as a condition of employment or pertinent to the employee's seniority. In addition, the  
29 supervisor may keep, in a working file, information that may be used in the employee evaluation.  
30 No other files shall be kept in the District except as allowed in Section 3.6.1.

31  
32 Upon request, an employee shall have the right to inspect all contents of his/her personnel file and  
33 medical information file in the Personnel Office, and/or supervisor's working file in the  
34 supervisor's office. If it is the employee's desire, he/she may fill out an inventory sheet listing all  
35 documents in his/her file. Upon request, a single copy of any document(s) shall be provided to the  
36 employee.

37  
38 Any material placed in the employee's personnel file which is reviewed and judged by the  
39 employee to be derogatory to his/her conduct, service, character, or personality may be refuted in  
40 writing. Such written response shall become part of the personnel file.

1 The Association and District agree that any derogatory material over two (2) years old, with the  
2 exception of evaluations, shall be removed from the personnel file at the request of the employee.  
3 The Classified Personnel Manager is the contact person in the Personnel Department who has the  
4 authority to inspect and destroy such information in the presence of the employee. Any contents of  
5 the working file not transferred to the official personnel file by the end of the school year shall be  
6 destroyed or given to the employee; provided further, that any material transferred to the  
7 employee's personnel file shall be first shown to the employee. Disagreement by an employee with  
8 any materials in the employee's file may be a matter to be pursued by the grievance procedure.  
9 Any material not shown to an employee by the District, within ten (10) of the employee's working  
10 days, shall not be allowed in any disciplinary action against the employee. Information related to  
11 grievances will be maintained separately from the regular employee's personnel file.

12  
13 A mutually agreed upon evaluation form shall be attached to this Agreement for reference only.

14  
15 **Section 3.6.1.** In order for the District to be in compliance with the Americans with  
16 Disabilities Act (ADA) as of July 26, 1992, the District shall maintain a medical information file  
17 for each classified employee of the District which will be kept separate from the personnel file.  
18 Such file will contain such sensitive information as immunization history, health related cards,  
19 leave sharing information, and information on medical history, and/or medical releases, etc. This  
20 medical information file will ensure confidentiality of sensitive information regarding the  
21 employee in the event of a Federal and/or State audit.

22  
23 **Section 3.6.2.** Union representatives shall be limited to PSE President, attorneys, a list of ten  
24 (10) PSE Board members, and/or field representatives of PSE. A list of ten (10) PSE Board  
25 members shall be submitted to classified personnel by September 1 of each year. If necessary, the  
26 field representative may designate, in writing, an additional association member to request  
27 information. Such authorized representatives shall have access to personnel files of bargaining unit  
28 employees subject to the following procedures and conditions:

- 29  
30 1. Authorized Union representatives shall make a written request to the Classified Personnel  
31 Department to review personnel files, performance evaluations, or other official documents  
32 relating to employee relations matters. The request shall set forth the specific reason for the  
33 request and such information shall directly relate to and be necessary to assist the Union in  
34 the processing of grievances and administering the Collective Bargaining Agreement. Such  
35 information shall be provided for review by the District in a reasonable and timely manner,  
36 and the District will disclose the information within ten (10) business days of the request,  
37 unless a longer time is needed to compile the same in the event of an extraordinary request,  
38 in which event disclosure will be made within a reasonable time.
- 39  
40 2. Information of a highly personal or confidential nature will be exempt from disclosure, but  
41 the Union representatives shall have reasonable access to all public records not protected  
42 from disclosure by the provisions of the Public Disclosure Act, RCW 42.17.
- 43  
44 3. In the event of a disagreement over which documents may be disclosed, the arbitrator or  
45 hearing examiner will review the material in question and will render a decision prior to the  
46 hearing.

## ARTICLE IV

### **RIGHTS OF THE ASSOCIATION**

**Section 4.1.** The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or be consulted with respect to the formulation, development, and implementation of personnel policies and practices which are within the authority of the District; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the unit.

**Section 4.2.** The Association shall be notified by the District of any grievances or disciplinary action of any employee subject to the provisions of this Agreement in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Association is entitled to have an observer at hearings conducted by any District official or body arising out of grievance and to make known the Association's views concerning the case, provided that an observer for the Association may attend such hearings only with the permission of the affected employee.

**Section 4.3.** The District, as part of the general orientation of each new employee subject to the provisions of this Agreement, shall provide such employee with a copy of this Agreement to be furnished to the District by the local Association. The District shall inform new hires of their obligations under Article XIV of this Agreement.

**Section 4.3.1.** Upon request, the District shall make available to the President of the Association or his/her designee, the names of all employees in their respective job classifications.

**Section 4.3.2.** The District and the Association recognize the necessity of working together to maintain the integrity of the bargaining unit. To enable the Association to police bargaining unit membership, the District agrees to compile a monthly report and forward it, by the end of each month, to Public School Employees of Washington. The report will contain information agreed upon by the parties.

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

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

**Section 4.5.** The President of the Association and his/her designated representatives will be provided time off without loss of pay to a maximum of six (6) workdays per year to attend regional or State meetings when the purpose of those meetings is in the best interest of the District as determined by the District administration. The Association agrees to indemnify and hold harmless the District with respect to any litigation and/or damages which arise out of the operation and implementation of this provision.

1           **Section 4.5.1.** The President of the Association shall have release time, four (4) workdays  
2 per month, noncumulative, from regularly assigned duties for Association business with no loss in  
3 pay. Advance notice of five (5) business days or more will be given, except in cases where that  
4 time frame is impossible, then as much advance notice as possible shall be given. Approval by the  
5 manager must be given before such leave is taken to ensure the workload can be met.

6  
7 The Association shall reimburse the District for salary and payroll costs of the President for the  
8 release time on a prorated basis.

9  
10 **Section 4.6.** Visitation rights, within reason, shall be granted to the designated representative of  
11 the Public School Employees of Washington to visit with employees in the appropriate bargaining  
12 units for purposes of grievance procedures and/or general information data. The visiting delegate  
13 shall notify the manager/supervisor of the department/building being visited prior to or upon  
14 arrival.

15  
16 **Section 4.7.** The District shall provide bulletin board space in each school for use of the  
17 Association. The bulletins posted by the Association are the responsibility of the officials of the  
18 Association. Each bulletin shall be signed by the Association official responsible for its posting.  
19 Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by  
20 employees or the Association of pamphlets, advertising, political matters, notices of any kind, or  
21 literature on District property, other than herein provided. The District reserves the right to post  
22 notices, announcements, etc., which are of interest and concern to Association members.

23  
24 **Section 4.7.1.** The responsibility for the prompt removal of notices from the bulletin boards  
25 after they have served their purpose shall rest with the individual who posted such notices.

26  
27 **Section 4.8.** The Association and its representatives may use the employee mailboxes to  
28 communicate to classified employees. This shall include freedom from any censorship or  
29 screening by the District representatives prior to distribution. The Association may use District  
30 school buildings for meetings and to transact official business on school property at all reasonable  
31 times, provided that this shall not interfere with nor interrupt normal school operations or other  
32 scheduled building activities as determined by checking with the Principal/designee and Building  
33 Rentals.

34  
35 **Section 4.8.1.** Each building shall provide a mailbox labeled for PSE use in internal  
36 communications.

1 **Section 4.9. Billing Procedures To Follow When The Association President Misses Work To**  
2 **Attend An Arbitration Hearing, Or Presidential Release Time, And/Or When An Employee**  
3 **Misses Work To Appear As A Witness In An Arbitration Hearing.**  
4

5 A. President

6 Following the employee's absence, forward the following information to the Classified  
7 Personnel Office.  
8

- 9
- 10 1. Name of the president and work site location.
  - 11
  - 12 2. Indicate name of arbitration to be attended and date. This same process is to be  
13 used if the absence is for a regular presidential release day.
  - 14
  - 15 3. Number of hours to be missed from work. (Note: if the hours missed are different  
16 than what was originally given, please notify classified personnel of the  
17 discrepancy by the day following the arbitration or release day. Please see  
18 Item C.)
  - 19
  - 20 4. Billing Information  
21 Name of President  
22 Evergreen PSE Chapter  
23 Appropriate Address As Specified By President  
24

25 B. Other Employees

26  
27 If an employee is selected to appear as a witness on behalf of PSE, notification shall be  
28 provided within five (5) business days to classified personnel and the employee's  
29 immediate supervisor. The information provided should contain the following.  
30

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

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

10 **APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

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13 **Section 5.1.** The parties agree that it has been and will continue to be in their mutual interest and  
14 purpose to promote systematic and effective employee-management cooperation; to confer and  
15 negotiate in good faith with respect to grievance procedures and collective negotiations on  
16 personnel matters including wages, hours and working conditions; promote effective methods for  
17 prompt adjustment of differences, and to promote full and reasonable employee participation in  
18 such personnel areas as are within the jurisdiction of the employer.  
19

20 **Section 5.2.** The Association will, upon request, be advised of current and predicted workload  
21 information.  
22

23 **Section 5.3.** The District will provide an opportunity for Association representatives to meet with  
24 representatives of the other unions to give input and prepare recommendations to the Superintendent  
25 concerning the setting of the school calendar. After the school calendar is adopted, the District will  
26 bargain over any changes in the school calendar that would affect members of this bargaining unit.  
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30 **ARTICLE VI**

31 **ASSOCIATION REPRESENTATION**

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34 **Section 6.1.** The Association will designate a conference committee of up to fourteen (14)  
35 members who will meet with the Superintendent of the District and his designated representatives  
36 on a mutually agreeable regular basis to discuss appropriate matters. Concerns must be discussed  
37 with the immediate supervisor before being presented by the Conference Committee. The District  
38 and Association shall present an agenda to each other of those items to be discussed at least five  
39 (5) business days prior to the meeting.  
40

41 **Section 6.1.1.** The Association shall have the right to take minutes during this meeting and  
42 shall arrange for the preparation of such minutes, and a draft of such minutes will be made  
43 available to the District for their review prior to the final preparation.  
44  
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1 **Section 6.2.** The Association representatives shall represent the Association and employees in  
2 meeting with officials of the District to discuss appropriate matters of mutual interest. They may  
3 receive and investigate to conclusion complaints or grievances of employees on District time and  
4 thereafter advise employees of rights and procedures outlined in this Agreement and applicable  
5 regulations or directives for resolving the grievances or complaints. They may not, however,  
6 continue to advise the employee on courses of action after the employee has indicated that he/she  
7 does not desire to pursue a grievance. This does not, however, preclude the Association's right to  
8 pursue the matter to conclusion. They may consult with the District on complaints without a  
9 grievance being made by an individual employee.

10  
11 **Section 6.2.1.** Whenever possible, meetings will be scheduled after the employee's work  
12 shift. If, however, a mutually scheduled meeting is necessary during an employee's work shift, the  
13 employee shall first notify his/her immediate supervisor before scheduling a meeting as per  
14 Section 6.2. The employee(s) will report their return to work to their supervisors.

## 15 16 17 **ARTICLE VII**

### 18 19 **HOURS OF WORK AND OVERTIME**

20  
21 **Section 7.1.** Each employee shall be assigned to a definite shift with designated times of  
22 beginning and ending, which shall not be changed without two (2) calendar weeks prior notice to  
23 the employee, or unless required by an emergency or where overtime is necessary. The District  
24 shall have the right to establish work schedules and starting times.

25  
26 **Section 7.1.1. Data Time.** Staff assistants who are required to perform service, other than  
27 direct service to students, may bring to the immediate supervisor's and principal's attention needs  
28 for the structuring of their assignment to allow for time for such tasks. If all parties agree, the  
29 principal will approve a modified schedule.

30  
31 **Section 7.2.** The work week shall consist of five (5) consecutive days, Monday through Friday,  
32 followed by two (2) consecutive days of rest, Saturday and Sunday. For pay purposes only, the  
33 work week shall be considered Sunday through Saturday. Employees are eligible for double pay  
34 for work on Sunday under the following conditions:

- 35  
36 1. The employee is in a job classification other than bus driver.  
37  
38 2. The employee is required to work on Sunday after having worked the previous day  
39 (Saturday) (i.e., unresolved work order/heat ticket that spills over into Sunday).  
40  
41 3. Double time is for any time worked in excess of forty-eight (48) hours in that Monday  
42 through Sunday period.  
43

44 **Section 7.3.** Work shifts which are more than five (5) consecutive hours shall be designated a  
45 lunch period of thirty (30) minutes to one (1) hour which shall not be counted for pay purposes.  
46 Lunch periods shall be free from interruptions and shall be given as near the middle of the work  
47 shift as is practicable.  
48

1 The regular workday shall include one (1) fifteen (15) minute rest period for each continuous four  
2 (4) hour period of work, excluding school bus drivers. In the event an employee is assigned to a  
3 work period less than four (4) hours, but at least three (3) hours, the employee shall be given a rest  
4 period of not less than ten (10) minutes, on the employer's time. For work periods of less than  
5 three (3) hours, no break is required. Where the nature of the work allows employees to take  
6 intermittent rest periods equivalent to the required breaks, rest periods are not required.  
7

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

14 **Section 7.3.2.** When an employee is assigned to work a schedule of four (4) hours or more  
15 and at least four (4) hours of the shift are worked before 7:30 a.m. or after 3:30 p.m., the employee  
16 is entitled to shift differential pay for those hours worked prior to 7:30 a.m. or after 3:30 p.m. This  
17 shift differential is fifty cents (\$0.50) per hour to those employees, excluding building and stadium  
18 supervisors, and alternate schedule employees (see Section 7.5.1).  
19

20 **Section 7.3.3. Tuesday through Saturday Work Week for Mechanics.** A Tuesday through  
21 Saturday work week will be in effect for mechanics during the months of September through June.  
22 The transportation department will seek at least two (2) volunteers to work the Tuesday through  
23 Saturday work week prior to the beginning of the new school year. If there are no volunteers,  
24 employees will be assigned by the transportation manager. All assignments to a Tuesday through  
25 Saturday work week will be done by seniority in compliance with Article X of this Agreement.  
26 Saturday shift hours will be from 8:30 a.m. to 5:00 p.m., including one-half (½) hour for lunch, which  
27 will not be counted for pay purposes. Employees who work swing shift on Tuesday through Friday  
28 and who also work the Saturday shift will continue to be paid the swing shift differential pay for the  
29 Saturday consistent with their Tuesday through Friday shift. Employees who work the Tuesday  
30 through Saturday work week will revert back to the Monday through Friday work week during those  
31 weeks where there are observed holidays.  
32

33 **Section 7.4.** In the event of an unusual district and/or school closure due to inclement weather,  
34 plant inoperation or the like, the District will make every effort to notify each employee to refrain from  
35 coming to work. Employees reporting to work shall receive a minimum of one (1) hour's pay at base  
36 rate in the event of such a closure; provided, however, no employee shall be entitled to any such  
37 compensation in the event he/she has been actually notified by the District of the closure prior to  
38 leaving home for work. Documented attempts to reach the employee at the telephone number on  
39 record and/or radio announcements on designated radio station(s) shall constitute proper notice. In  
40 closure situations other than inclement weather, adequate notice will consist of a documented phone  
41 call. Twelve (12) month employees may use emergency leave, personal leave, vacation, accumulated  
42 compensatory time, or make other arrangements with their immediate supervisor in order to make up  
43 for all lost work hours. The work calendar of less than twelve (12) month employees will be adjusted  
44 to make up for all lost work hours. With approval from their immediate supervisor, the employee may  
45 use accumulated compensatory time or make other arrangements to make up for all lost work hours.  
46  
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1           **Section 7.4.1.** On late-start or early dismissal days, unrelated to inclement weather, classified  
2 personnel shall work their normal shift(s) and perform duties consistent with their regular rate of pay.  
3 Exceptions are one-on-one special education staff assistants whose students are absent and those  
4 employees involved in banking-time programs. The District will have a common process for tracking  
5 banked hours.

6  
7           **Section 7.4.2.** It is the responsibility of each employee to keep the Personnel Department  
8 and appropriate department head informed of his/her current telephone number and address.  
9 Address and/or telephone updates must be filed with the Personnel Department as soon after a  
10 change as is practicable.

11  
12           **Section 7.5.** Regular full-time employees and regular part-time employees who are requested to  
13 work a shift regularly filled by an employee in a higher pay range shall receive compensation on  
14 the higher pay range at the step closest to, but not lower than, his/her current rate. Regular full-  
15 time employees and regular part-time employees who are requested and choose to work added  
16 shifts in jobs on a lower pay range shall receive compensation from the lower pay range at the step  
17 closest to his/her current rate. Employees required to work added shifts in lesser classifications  
18 shall be compensated at their regular rate of pay. (Note: Requested provides the option of refusal  
19 without reprisal. Required implies there is no choice for the employee to turn down the job.)

20  
21           **Section 7.5.1.** Upon advanced written approval of the designated administrator, employees  
22 may choose to take time worked beyond eight (8) hours per day or forty (40) hours per week as  
23 compensatory time. An exception to this rule will be for those employees working an alternate  
24 schedule of four (4) days per week, ten (10) hours per day. Those employees shall be eligible to  
25 earn compensatory time only if they work beyond ten (10) hours per day or forty (40) hours per  
26 week. Compensatory time shall be one and one-half (1½) hours for each hour worked.  
27 Compensatory time shall be taken at a time approved by the supervisor within a reasonable period  
28 after compensatory time is earned. Accumulation of compensatory time shall be recorded on a  
29 Compensatory Time Log.

30  
31           **Section 7.6.** District agrees to regular rate of pay for all mandatory training and in-service  
32 meetings. All voluntary meetings or training may be on employee's own unpaid time. Any position  
33 requiring a current CPR and First Aid card shall be so noted on the individual job description. The  
34 District will provide an opportunity, at least once per year, for those members to take the training  
35 necessary to retain a valid CPR and First Aid card, on paid work time, and will pay the normal and  
36 customary fees for the cost of the card. In addition, there will be no charge to the employee for  
37 this training provided by the District.

38  
39           **Section 7.7.** Employees working swing shift shall be allowed to attend a maximum of one PSE  
40 meeting monthly, provided that they shall be absent from their building no more than ninety (90)  
41 minutes and provided further that they shall work their full regularly assigned time.

42  
43           **Section 7.8.** Overtime assignments shall be distributed in accordance with the seniority  
44 provisions; i.e., the most senior employee in the building/department, or in the specialty area,  
45 hereinafter provided. The District agrees to provide employees with as much advance notice of  
46 overtime requirements as is practicable in the circumstances.





1 **Section 8.2. Vacations.** All twelve (12) month, full-time employees shall receive prorated  
2 vacation. Such vacations shall be earned, vested and used as designated in this Article.

3  
4 **Section 8.2.1.** The vacation credit to which an employee shall be entitled shall be computed  
5 in accordance with the following rules.

6  
7 **Section 8.2.1.1.** For one (1) year of service in accordance with Section 8.2, the  
8 employee shall receive seven (7) days of paid vacation during the first year of work.

9  
10 **Section 8.2.1.2.** For two (2) and up to and including five (5) years of service, the  
11 employee shall receive fourteen (14) days of paid vacation.

12  
13 **Section 8.2.1.3.** For six (6) years of service the employee shall receive fifteen (15) days  
14 of paid vacation.

15  
16 **Section 8.2.1.4.** For seven (7) years of service, the employee shall receive sixteen (16)  
17 days of paid vacation.

18  
19 **Section 8.2.1.5.** For eight (8) years of service, the employee shall receive seventeen  
20 (17) days of paid vacation.

21  
22 **Section 8.2.1.6.** For nine (9) years of service, the employee shall receive eighteen (18)  
23 days of paid vacation.

24  
25 **Section 8.2.1.7.** For ten (10) years of service, the employee shall receive twenty (20)  
26 days of paid vacation.

27  
28 **Section 8.2.2.** It is mutually agreed that vacations shall be scheduled at the request of the  
29 employee in accordance with the seniority provisions, i.e., the most senior in the  
30 building/department, when District work requirements preclude employees from taking vacations  
31 simultaneously. Vacation times shall be arranged upon written request to the immediate  
32 Supervisor and when both the employee and Supervisor agree.

33  
34 **Section 8.2.3.** Employees may not receive pay in lieu of vacation days. Employees who are  
35 terminated shall be paid for accrued vacation, at their present rate of pay.

36  
37 **Section 8.2.4.** No vacation may be carried forward for more than one (1) year beyond the date  
38 on which it became due, unless requested in writing to the Personnel Office and employee's  
39 supervisor and approved by the District. At any time an employee accumulates more than thirty  
40 (30) days of unused vacation, the employee will propose to the supervisor a schedule for usage of  
41 thirty (30) days over the next twelve (12) months. If the supervisor denies the schedule or does not  
42 propose an acceptable alternative, the matter shall be referred to the Personnel Manager for  
43 resolution.

## ARTICLE IX

### **SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE**

**Section 9.1. Sick/Emergency Leave.** All full-time, 12-month, 8-hour classified employees earn one (1) day of sick/emergency leave per month. Full-time, 12-month, 8-hour classified employees hired after September 1 shall receive prorated sick/emergency leave allowance based on one (1) full day per month.

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

Sick leave may be used for maternity, illness, injury, doctor, dental or vision appointments, and emergency. Employees who are excluded from work due to health department regulations regarding epidemics may use accrued leave for such absences only if and when:

- A. The employee produces verification from a doctor that immunization for the current outbreak would pose an unacceptable health risk for the employee and that no verification of prior immunization can be obtained; and
- B. The employee produces verification that the titer test has been taken.

**Section 9.1.1. Emergency Leave.** An emergency, for the purposes of this leave, is an unexpected situation or sudden occurrence of a serious or urgent nature that demands the employee's immediate attention involving the employee, the employee's spouse, the employee's parent, or the employee's children. Use of emergency leave shall be charged against the employee's accumulated sick leave. Before, or, if necessary, immediately upon return, the employee shall initiate a discussion with their immediate supervisor (building principal/management supervisor or their designee) regarding eligibility for emergency leave. The employee's immediate supervisor shall determine if the situation constitutes an emergency at the time of the employee's request.

Examples of acceptable emergency leave include but are not limited to;

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

1        **Section 9.1.2.** Each employee's portion of unused sick/emergency leave allowance shall  
2 accumulate from year to year. An up-to-date balance of sick leave hours will appear on the  
3 employee's paycheck at the end of each month. Employees who have accrued sick leave while  
4 employed with another Public School District in the State of Washington shall be given credit for  
5 such accrued sick leave upon employment with the District. It shall be the responsibility of the  
6 new employee to ensure that the Personnel Department receives official notification from the  
7 former District of any sick leave balance at the time of resignation.

8  
9        **Section 9.1.3.** Employees shall be required to furnish proof by their physician of illnesses  
10 requiring absence of five (5) days or more. When an employee will be absent from work, he/she  
11 shall give notice to the building principal or person designated by the building to receive such  
12 notice as early as possible. If the absence may be for consecutive days, the District shall be  
13 notified, in writing, of the probable date of return. The employee is expected to keep the District  
14 apprised of his/her intent.

15  
16        **Section 9.1.4.** The District shall allow an employee to use a choice of his/her accrued sick leave  
17 or other paid leave to care for a child of the employee under the age of eighteen (18) with a health  
18 condition that requires treatment or supervision, a child of the employee who is over the age of  
19 eighteen (18) who is incapable of self-care, or a grandchild who is a dependent of and living with the  
20 employee if the dependent is under the age of eighteen (18) with a health condition that requires  
21 treatment or supervision; or a spouse, parent, parent-in-law, or grandparent of the employee who has a  
22 serious health condition or an emergency condition. The definitions of the family relationships are  
23 spelled out in RCW 49.12.265. An employee may not take advance leave until it has been earned. The  
24 District shall not discharge, threaten to discharge, demote, suspend, discipline or otherwise  
25 discriminate against an employee who uses this leave.

26  
27        **Section 9.1.5.** Pursuant to the provisions of RCW 28A.400.210, each January following any year  
28 in which an eligible employee has accrued a minimum of sixty (60) days of sick leave, he/she may  
29 exercise an option to receive payment for unused sick leave that was accrued in the previous year  
30 (January through December) at a rate equal to one (1) day's current monetary compensation for each  
31 four (4) full days accrued sick leave in excess of sixty (60) days.

32  
33        **Section 9.1.5.1.** At the time of separation from employment, retirement, or death, an  
34 eligible employee or the employee's estate, may exercise an option to receive payment at a rate equal  
35 to one (1) day's current monetary compensation of the employee for each four (4) full days accrued  
36 sick leave up to a maximum one hundred-eighty (180) days.

37  
38        **Section 9.2. Sick Leave Covered By Industrial Insurance.**

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

1 When applicable, vacation leave may be used to supplement worker's compensation benefits only  
2 after all sick leave has been exhausted. A written request to use such vacation leave must be  
3 submitted in writing to the Classified Personnel Department before the sick leave balance has been  
4 depleted. Vacation leave will be deducted in full day blocks and will be used consecutively  
5 following the exhaustion of the sick leave.

6  
7 If an employee has used all of his/her accrued sick and vacation leave, he/she may receive up to  
8 six (6) months of the same level of District paid medical benefits during the industrial leave  
9 period.

10  
11 If the employee chooses not to use sick leave, he/she shall not be entitled to use vacation leave.

12  
13 **Section 9.3. Health Leave.** A classified employee whose physician certifies in writing that the  
14 employee is unable to perform job related responsibilities because of personal illness or disability  
15 shall, upon reasonable notice and upon approval of the proper administrative channels, be granted  
16 a leave of absence, for up to one (1) year from the date the leave is granted. If an extended illness  
17 is involved, one (1) additional year may be granted. Accumulated sick leave may be used for  
18 health leave, if desired. In the case of maternity, up to thirty (30) workdays of sick leave may be  
19 used following birth or related complications. Additional sick leave days may be used upon a  
20 doctor's order. This will require written verification by a doctor that the employee is unable to  
21 work. If the employee does not have thirty (30) days of sick leave available, unpaid leave may be  
22 granted (see Section 9.6).

23  
24 **Section 9.3.1.** The employee who is on a medical leave of absence for more than three (3)  
25 months shall specify, in writing, the length of the anticipated leave.

26  
27 Vacancies of three (3) months or more caused by leave of absence shall be posted and filled on a  
28 temporary basis. The returning employee will be returned to the same position if it exists. If it no  
29 longer exists, and the job was permanent, then the employee has the right to 'bump' into a position  
30 based on seniority and qualifications. New employees hired to fill positions of employees on a  
31 leave of absence will be hired only for a temporary specific period of time. The temporary  
32 employee will be eligible to receive medical benefits only if he/she will be filling in for a leave of  
33 absence that is for a period of three (3) months or more. The new temporary employee will be  
34 given a minimum of two (2) weeks' notice when his/her temporary job will end.

35  
36 **Section 9.4.** The classified employee granted a leave of absence for a one (1) year period must  
37 confirm his/her intention to return the next school year to the District Classified Personnel Office,  
38 in writing, by no later than June 1. The classified employee granted a leave of absence for a  
39 school year period will be expected to remain on leave for the term granted; however, if the  
40 employee requests to come back before the term of leave is up, the District must give its mutual  
41 consent to do so. If the leave of absence was granted for a period other than a school year period,  
42 written confirmation of the employee's intention to return must be made to the District Personnel  
43 Office at least thirty (30) working days prior to the expected date of return.

44  
45 **Section 9.4.1.** All returns from health leave are contingent on a written statement of release  
46 from the attending physician regarding the individual's health.

1 **Section 9.5.** If an employee on a leave of absence accepts another job, expands his/her hours of  
2 work in another job, receives unemployment insurance, or goes into business for himself/herself,  
3 his/her employment and all other seniority rights will be automatically terminated. Personnel  
4 administration will review requests for exceptions in extraordinary circumstances, including  
5 situations where the leave is health related.  
6

7 **Section 9.6. Unpaid Leaves.** Unpaid leaves of absence may be requested by classified employees  
8 for personal reasons. Each request of this nature will be judged and granted on the merits of the  
9 request. All appropriate paid leave will be exhausted before unpaid leave may be granted, except  
10 as stated in Section 9.2. Please contact the Classified Personnel Office for more details.  
11

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

22 **Section 9.6.2. Parental/Adoption Leave.** Two (2) days of parental/adoptive leave with full  
23 pay shall be allowed, upon written request to the Classified Personnel Department, to be used in  
24 connection with the child's birth or adoption. Such leave shall be noncumulative. One (1)  
25 additional day may be allowed provided the employee utilizes accrued vacation/personal leave for  
26 the time. If no vacation/personal leave time is available, the employee may take the time off with  
27 loss of pay.  
28

29 **Section 9.6.3. Military Leave.** Military leave of absence shall be granted to classified  
30 employees as required by law. Such military leave shall be in addition to any vacation or sick leave to  
31 which the employee might otherwise be entitled, and shall not involve any loss of pay. The leave shall  
32 not be granted in excess of fifteen (15) days during each year beginning October 1 and ending the  
33 following September 30. Employees shall notify their immediate supervisor of the intended military  
34 leave and a copy of the military orders shall be submitted in advance of the leave to the Classified  
35 Personnel Department.  
36

37 **Section 9.6.4.** In the event an employee is summoned to serve as a juror or appear as a witness in  
38 Court on behalf of the District, or is named as a co-defendant with the School District, he/she shall  
39 receive his/her normal day's pay for each day he/she is required in Court. After completion of such  
40 service the employee will provide a copy of the Certificate of Jury Service to the Classified Personnel  
41 Department. The leave shall be recorded on the appropriate monthly timesheet. The normal jury-duty  
42 fee will be deducted from the employee's next paycheck.  
43

44 **Section 9.6.5.** In the event a classified employee is a party in Court action, he/she may be  
45 granted a temporary leave of absence without pay.  
46  
47  
48

1 **Section 9.7.** The employee on leave of absence shall retain accrued sick leave, vested vacation  
2 rights and seniority rights. Vacation credits, sick leave and seniority rights shall not, however,  
3 accumulate while the employee is on leave of absence. However, seniority shall continue to  
4 accumulate on leaves that do not exceed three (3) months and on medical leaves not to exceed one  
5 (1) year.

6  
7 **Section 9.8. Personal Leave.** Employees shall have up to two (2) days personal leave per year  
8 with pay equal to their normal daily wage. Those employees working in positions with less than  
9 one hundred (100) workdays per work year will be eligible for only one (1) personal leave day per  
10 year and will not be eligible for personal leave buyback. New hires who have less than one  
11 hundred (100) but more than sixty (60) workdays remaining in their regular work schedule will be  
12 eligible for one (1) personal leave day and will not be eligible for personal leave buyback during  
13 the year in which they were hired. Those new hires who have sixty (60) or fewer workdays  
14 remaining in their regular work schedule will be ineligible for personal leave and personal leave  
15 buyback during the year in which they were hired. Such leave shall be noncumulative, and shall  
16 be taken in full day blocks; or for eight (8) hour employees only, either in half or full day blocks,  
17 and shall not be deducted from other leaves provided under this Article. Application for personal  
18 leave shall be made to the employee's immediate supervisor at least twenty-four (24) hours before  
19 taking such leave. Upon written request via the Buyback form, employees who use neither of their  
20 personal leave days during the year shall be compensated in August with one (1) day's pay (normal  
21 number of hours at their regular rate of pay). The Buyback form must be in the Classified  
22 Personnel Department by the August cutoff date to be valid.

23  
24 **Section 9.9. Religious Leave.** Employees whose religious affiliations require observation of  
25 mandatory religious days on a day(s) when school is in session shall be granted reasonable leave  
26 without pay; provided that such time must not create a demonstrable hardship to the District, and  
27 provided further, that all paid personal days must be used for this purpose or expended prior to  
28 such leave.

29  
30 A request for such leave shall include a statement describing what religious day(s) is/are to be  
31 observed and attesting to and providing documentary evidence that the basic tenets of the  
32 employee's religious affiliation unequivocally require observance of the religious day(s) in such  
33 manner that he/she cannot perform his/her employment duties on the day(s) requested. The  
34 employee must submit his/her request to the building administrator a minimum of two (2) weeks in  
35 advance of the requested time off.

36  
37 **Section 9.10. Leave Sharing.** Leave sharing shall be in accordance with the Washington State Leave  
38 Sharing Program as established under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and  
39 as set forth in Chapter 41.04 RCW. An employee may apply for leave sharing provided he/she has met  
40 the following criteria as set forth in District Policy 5328.

- 41  
42 1. The employee must suffer from, or have a relative or household member suffering from, an  
43 extraordinary or severe illness, injury, impairment, or physical or mental condition which has  
44 caused or is likely to cause the employee to take leave without pay or terminate his/her  
45 employment.

2. Documentation is required from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature of the condition, the employee's required absence, a description of the medical problem, and expected date of return-to-work status.
3. The employee has been called to service in the uniformed services, including voluntary or involuntary service, in the armed forces, the National Guard, the Commissioned Public Health Services, the Coast Guard or any other category of persons designated by the President of the United States in time of war or national emergency.
4. The employee has depleted all of his/her accrued leaves.

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

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

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

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

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

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

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## ARTICLE X

### **PROBATIONARY, SENIORITY, AND LAYOFF PROCEDURES**

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

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

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

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

- A. Resignation;
- B. Discharge for any reason contained in this Agreement; or
- C. Retirement.

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

- A. Time lost by reason of industrial accident, industrial illness or jury duty;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Authorized personal leaves not exceeding three (3) months;
- D. Medical leaves not exceeding one (1) year. In the case of extended illness or injury, an additional year may be granted; or
- E. Transfer from one bargaining unit to another.

**Section 10.6.** Seniority rights shall be effective within the bargaining unit established in Article I of this Agreement except as may hereinafter be provided.

**Section 10.6.1.** For purposes of bidding for new or open positions and layoffs, seniority rights shall be effective within the general job classifications: Staff Assistants, Service Workers, Professional/Technical, Maintenance, Transportation (Assistant Driver Trainer, Bus Drivers), and Mechanics; provided, however, new or open positions shall be filled by seniority subject to the provisions of this Article, within the classification which the opening occurred; provided, further, if no one from that classification bids on the job, it shall be opened for bid to all employees within the bargaining unit and shall be filled by District-wide seniority subject to the provisions of this Article.

1           **Section 10.6.1.2. Clarification Regarding New or Open Positions.** A new or open  
2 position is described as a position requiring the addition of personnel as opposed to a program  
3 enhancement requiring the addition of hours in a building or titled program. In the latter case,  
4 seniority will apply only within the building adding hours. This section is for clarification of  
5 intent only and not intended to alter the general seniority provisions of Article X.  
6

7           **Section 10.6.2.** The employee with the earliest hire date shall have preferential rights  
8 regarding shift selection, vacation periods, promotions and/or transfers to new or open positions,  
9 and layoffs, when ability or performance are substantially equal with other candidates. If the  
10 District determines that preferential requirements are not governed because another candidate  
11 possesses ability and performance greater than a senior employee or employees, the employee not  
12 selected for promotions or transfers may meet with the Manager of Classified Personnel to discuss  
13 the reasons for the decision. Any grievance filed over this section, in a seniority bypass situation,  
14 would begin at level three (3), and, if possible, the supervisor/manager in charge of the selection  
15 decision would be present.  
16

17           **Section 10.6.2.1.** Costs of arbitration for any seniority bypass grievance filed under  
18 Section 10.6.2, with the exception of respective attorney fees and related costs, shall be born by  
19 the loser of such arbitration. All arbitrator's fees shall be paid by the Union unless the arbitrator  
20 determines that the grievant shall be placed in the position at issue or orders the grievant's  
21 placement in a comparable position or in the position sought, when vacated.  
22

23           **Section 10.6.3.** In the event an employee's position is eliminated (lay-off) and that employee has  
24 previous experience in another classification within the District, then that employee, if qualified, shall  
25 be able to apply District-wide seniority to the previous job classification. If the employee has identified  
26 himself/herself as laid off on the online application form for at least two specific open positions and is  
27 not selected, he/she may contact the Classified Personnel office for assistance in obtaining  
28 reemployment in a position for which he/she is qualified.  
29

30           **Section 10.6.4.** The District shall, when job posting periods are up, provide the Association  
31 with access to name, hire date, and classification information on the successful bidder and on all  
32 employees who bid for the available time.  
33

34           **Section 10.6.5.** Any person who has occupied an unposted, unfilled position for more than  
35 thirty (30) consecutive workdays shall receive Step 1 wages on Schedule A for that category,  
36 beginning with the 31st consecutive workday until the position is posted and filled.  
37

38           **Section 10.6.6.** In the event that a member's position is eliminated (lay-off) the employee may  
39 exercise his/her seniority 'bumping' rights for positions provided he/she:

- 40           1. Has prior experience in the specific position, or
  - 41           2. Meets the qualifications for the position; and
  - 42           3. Possesses greater seniority than the employee who would otherwise be retained in  
43           the position.  
44
- 45  
46  
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49

1                   **Section 10.6.6.1.** Staff Assistant Special Programs

- 2                   A. The following programs will be exempt from ‘bumping’ unless the employee wishing to  
3                   ‘bump’ came from the same program or has worked in the same program in the past:  
4                   1. One-to-ones (These positions will be examined on an individual basis.)  
5                   2. Learning Support  
6                   3. ELL (English Language Learners)  
7                   4. 504 (These positions will be examined on an individual basis.)  
8                   5. SLC (Structured Learning Classroom)  
9                   6. ALC (Academic Learning Classroom), DSC (Developmental Skills Classroom),  
10                  LSC (Life Skills Classroom), SCIP (Social Communication Integration Program)  
11                  7. Title I

- 12  
13                  • Experience qualifications for these programs will be six (6) months experience within the last  
14                  two years or one (1) year experience within the last three years.

15  
16                  **Section 10.6.7.** Layoff Bumping Process is as follows:

- 17                  1. The member holding the eliminated position may ‘bump’ the most junior member’s  
18                  position within his/her classification and class who has the same benefits and same or  
19                  fewer hours as he/she had and for which he/she meets the qualifications to exercise  
20                  his/her ‘bumping’ privilege.  
21                  2. The member ‘bumped’ moves to the next lower class within his/her classification to  
22                  ‘bump’ the most junior member’s position with the same or fewer hours as he/she had  
23                  and for which he/she meets the qualifications.  
24                  3. This continues until there are no classes lower in which to move.  
25                  4. The last member ‘bumped’ goes on the laid-off list.  
26                  5. Bumping may not be used as a means for advancement or to increase a member’s  
27                  annual income.  
28                  6. The member holding the eliminated position may opt to either ‘bump’ or be placed on  
29                  layoff status.  
30                  7. Members on layoff status who elect to accept a position which pays less and/or has  
31                  fewer hours than their previously held position, will remain active on a re-employment  
32                  list.

33  
34                  Bus Drivers are exempt from this process.

35  
36                  **Section 10.7.** The District shall publicize within the bargaining unit the availability of new or  
37                  open positions and their location as soon as is practicable after the District has been apprised of the  
38                  opening. New or open positions shall not be filled by the District until interested applicants have  
39                  had at least five (5) business days to apply. The District shall provide the Association President  
40                  copies of the new or open position(s) via the central office pony box.

41  
42                  **Section 10.8.** In the event of layoff, employees so affected are to be placed on a reemployment list  
43                  maintained by the District according to seniority within the classifications affected by such layoff.  
44                  In the event that the District re-establishes the layoff positions or makes additional classified  
45                  positions available, such employees are to have priority, by seniority if qualified, in filling any  
46                  opening within the classification(s) held prior to layoff. Names shall remain on the reemployment  
47                  list for one (1) year, except under special circumstances as mutually agreed, the period shall be two  
48                  (2) years.



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**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 State funded allocation multiplied by the number of FTE employees in the bargaining unit multiplied by a factor of 1.152. That number will then be applied to the less than 260 day, 1.0 FTE (2,080 hours) employees' pool.

For the 2008-2009 school year, the State funded amount is seven hundred thirty two dollars (\$732.00) per FTE employee per month. In the event that the amounts are changed by the State, the calculations will be changed accordingly. If State funds are inadequate to cover mutually approved Basic Benefit insurance plans as outlined below, the District shall add from local funds up to twenty percent (20%) of the 1994-95 State benefit pool dollars to help cover the costs of these insurance plans for the less than 260 day, 1.0 FTE (2,080 hours) employees' pool.

The Benefit Pools will then be used in the following manner:

1. All eligible employees shall be covered by the Standard Insurance or Willamette Dental Group plan, and the regular monthly premium for this plan shall be deducted first from the Benefit Pool.
2. For 2008-2009
  - A. For eligible employees in the 260 day, 1.0 FTE (2,080 hours) employees' pool, they will get seven hundred thirty two dollars (\$732.00) per month. It will go toward the costs of mutually approved Basic Benefit insurance plans, including dental service, as provided below.

In the event that money remains in the Benefit Pool after the above deductions, the contributions will be increased to help pay out-of-pocket costs for those employees whose Basic Benefit insurance costs exceed the initial contributions.

3. For 2008-2009
  - A. The funds, including bonus funding, will go into the pool for all less than 260 day, 1.0 FTE employees, who work four (4) or more hours per day or a minimum of seven hundred twenty (720) hours per year who are eligible for full coverage enrollment in District insurance programs.

In the event that money remains in the Benefit Pool after the above deductions, the contributions will be increased to help pay out-of-pocket costs for those employees whose Basic Benefit insurance costs exceed the initial contributions.

Mutually approved Basic Benefit insurance plans:

- \*Standard Insurance or Willamette Dental Group (dental/ortho)
- Premera Blue Cross
- Kaiser Foundation Health Plan
- Providence Health Insurance

Asterisk (\*) plan is mandatory.

1 Mutually approved Optional Benefit insurance plans are available to employees at their discretion.  
2 Payment of these plans shall be at the employee's expense unless State funds remain in the Benefit  
3 Pool after all Basic Benefits are fully paid. The following are available:

4  
5 Short-Term Disability  
6 Cancer Insurance  
7 Life Insurance  
8 Accident Insurance  
9 Hospital ICU Insurance

10  
11 The Benefit Pool shall be reviewed at least quarterly and revised to insure that all available dollars  
12 are used as described above. An estimated amount will be calculated to start the year in  
13 September. A review and revision will be made at the end of November, February, and May. A  
14 review will also be made at the end of August with a revision made by adjusting the Benefit Pool  
15 for the next year.

16  
17 **Section 12.1.1.** During the open enrollment period, employees whose work hours fall into  
18 more than one bargaining unit will, for insurance purposes, be placed in the bargaining unit in  
19 which most of their hours are worked. Employees whose hours are divided fifty-fifty (50%-50%)  
20 between bargaining units must choose, during open enrollment, the unit in which they will be  
21 eligible for benefits. If an employee changes bargaining units as defined in Section 1.2 during the  
22 year, then benefits will be changed to the appropriate unit.

23  
24 **Section 12.2.** The District shall provide for participation in the Washington State Public  
25 Employees' Retirement System as required by State Law and Regulations and in accordance with  
26 Federal Law. The District shall report all hours worked, whether straight time, overtime or  
27 otherwise.

28  
29 **Section 12.3.** Medical examinations and drug screens required as a condition of employment shall  
30 be paid by the District (see District Administrative Procedure No. 5259P); provided, however, that  
31 the District will designate a specific physician and clinic, or laboratory. The District will annually  
32 review and identify the designated clinic. Department of Transportation (DOT) medical exams will  
33 be biennial or as required by Federal Motor Carrier Safety regulations. Bus Drivers must also  
34 demonstrate State minimum physical requirements on a biennial basis (WAC 392-144-102).

35  
36 **Section 12.1.1.** During the open enrollment period, employees whose work hours fall into  
37 more than one bargaining unit will, for insurance purposes, be placed in the bargaining unit in  
38 which most of their hours are worked. Employees whose hours are divided fifty-fifty (50%-50%)  
39 between bargaining units must choose, during open enrollment, the unit in which they will be  
40 eligible for benefits. If an employee changes bargaining units as defined in Section 1.2 during the  
41 year, then benefits will be changed to the appropriate unit.

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44 Employees' Retirement System as required by State Law and Regulations and in accordance with  
45 Federal Law. The District shall report all hours worked, whether straight time, overtime or  
46 otherwise.

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4 will annually review and identify the designated clinic. Department of Transportation (DOT) medical  
5 exams will be biennial or as required by Federal Motor Carrier Safety regulations. Bus Drivers  
6 must also demonstrate State minimum physical requirements on a biennial basis (WAC 180-20-  
7 101).  
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## 11 **ARTICLE XIII**

### 12 **INSERVICE TRAINING**

13 **Section 13.1.** In order to achieve individual competence and quality work performance, the District  
14 recognizes its obligation to the professional development of the employee and agrees that each  
15 employee subject to this Agreement shall be given adequate opportunities to develop his/her  
16 professional job skills and knowledge. A representative from the bargaining unit shall serve as a  
17 member of the District's staff development committee. The designated administrator must give  
18 advance approval before the employee is to be reimbursed.  
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22 Funds shall be provided in the amount of ten thousand dollars (\$10,000.00) per contract year.  
23 Unused funds may be applied towards the District's contribution for each year of the contract. The  
24 educational opportunities must meet the approval criteria of the Professional Development Committee  
25 in order for funding to be approved. Employees are expected to seek building and program training  
26 funds before making requests under this section.  
27

28 **Section 13.2.** The District shall provide orientation for all new employees of the District.  
29 Classified staff development and inservice training will be an on-going process. Employees shall  
30 have input to their immediate supervisor for classified staff development activities. PSE shall have  
31 opportunity for input in planning for inservice. Regular wages shall be paid for time spent in  
32 mandatory inservice training sessions or workshops.  
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34 **Section 13.3.** Annual training for Special Education drivers, regularly employed Special  
35 Education substitutes, and those taking Special Education extra trips shall be required.  
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## ARTICLE XIV

### **ASSOCIATION MEMBERSHIP AND CHECKOFF**

**Section 14.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Association in good standing, shall, as a condition of employment, maintain membership in the Association in good standing during the term of this Agreement.

**Section 14.2.** All employees in classifications subject to this Agreement who are not members of the Association on the effective date of this Agreement and all employees in classifications subject to this Agreement who are hired at a time subsequent to the effective date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within thirty (30) calendar days of the effective date of this Agreement or within thirty (30) calendar days of hire date, whichever is applicable. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

**Section 14.3.** The parties recognize that an employee shall have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to and in lieu of the membership requirements of the previous and subsequent sections of this Article an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount equivalent to the current agency fee as determined by the Association and certified by the secretary of the Public School Employees of Washington (PSE). This service charge shall be collected by the Association in the same manner as monthly dues.

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

**Section 14.5.** The District will provide the Association with enrollment information within one (1) pay period following the hire date. At the time of new-hire orientation, the District will inform the new hire of the terms and conditions of this Article.

**Section 14.6.** Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall have deducted and paid an amount equivalent to regular dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

1 **Section 14.7. Checkoff.** The District shall deduct PSE dues or service charges from the pay of  
2 any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District  
3 shall transmit all such funds deducted to the Treasurer of Public School Employees of Washington  
4 on a monthly basis. The District shall also deduct an amount equal to PSE dues in the case of an  
5 employee whose claim of religious non-association has been approved by PSE or the Public  
6 Employment Relations Commission (PERC), and shall remit the amount to a non-religious charity  
7 approved by PSE or PERC. The District shall deduct local dues as established by the local PSE  
8 chapter. Local chapter dues shall not be deducted from the pay of religious objectors.  
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## 12 **ARTICLE XV**

### 13 **GRIEVANCE PROCEDURE**

14 **Section 15.1.** Grievances or complaints arising between the District and its employees within the  
15 bargaining unit defined in Article I herein, with respect to matters dealing with the interpretation  
16 or application of the terms and conditions of this Agreement, shall be resolved in strict compliance  
17 with this Article.  
18  
19

### 20 **Section 15.2. Grievance Steps.**

21 **Section 15.2.1.** The employee shall first discuss the grievance with his/her immediate  
22 supervisor. The Association shall be provided with a list of immediate supervisors who will serve  
23 as Level One District Representation. If the employee wishes, he/she may be accompanied by an  
24 Association representative at such discussion. All grievances not brought to the immediate  
25 supervisor in accordance with the preceding sentence within twenty (20) business days of the  
26 occurrence of the grievance, except during spring and winter breaks, shall be invalid and subject to  
27 no further processing.  
28  
29

30 **Section 15.2.2.** If the grievance is not resolved to the employee's satisfaction in accordance  
31 with Step 1, the employee shall reduce to writing an informal statement of the grievance  
32 containing the following:  
33

- 34 A. The facts on which the grievance is based;
- 35 B. A reference to the provisions in this Agreement, which have been allegedly violated;
- 36 and
- 37 C. The remedy sought.
- 38
- 39

40 Step 2 must take place within ten (10) business days after the informal discussion in Step 1, except  
41 during spring and winter breaks, or the grievance will be considered invalid and subject to no  
42 further processing. District level management will have five (5) business days from submission of  
43 this statement to resolve it by indicating on the statement the disposition. If an agreeable  
44 disposition is made, all parties to the grievance shall sign.  
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1        **Section 15.2.3.** If no settlement has been reached within the five (5) days referred to in the  
2 preceding subsection, and the Association believes the grievance to be valid, PSE's formal written  
3 statement of grievance shall be submitted within fifteen (15) business days, except during spring  
4 and winter breaks, to the District Superintendent or the Superintendent's designee. After such  
5 submission, the parties will have fifteen (15) business days from submission of the written  
6 statement of grievance to resolve it by indicating on the statement of grievance the disposition. If  
7 an agreeable disposition is made, all parties to the grievance shall sign it.

8  
9        **Section 15.2.4.** If no settlement has been reached within the fifteen (15) business days  
10 referred to in the preceding subsection, except during spring and winter breaks, and the  
11 Association believes the grievance to be valid, the employee may demand arbitration of the  
12 grievance. The grievance may be submitted by the Association to final and binding arbitration  
13 within fifteen (15) business days from receipt of the District response or within fifteen (15) business  
14 days from the end of the fifteen (15) day waiting period referred to in the previous sub section. Such  
15 arbitration shall be conducted by an arbitrator under the rules and administration of the American  
16 Arbitration Association. The parties to this Agreement shall then be bound by the rules and  
17 procedures of the American Arbitration Association. During the arbitration under this step, neither  
18 the District nor the grievant will be permitted to assert any grounds not previously disclosed to the  
19 other party.

20  
21 **Section 15.3.** The grievance or arbitrations shall take place whenever possible on school time.  
22 The employer shall not discriminate against any individual employee or the Association for taking  
23 action under this Article.

## 24 25 26 27 **ARTICLE XVI**

### 28 29 **TRANSFER OF PREVIOUS EXPERIENCE**

30  
31 **Section 16.1.** When an employee leaves one K-12 school district within the State and within six (6)  
32 calendar months commences regular employment with another K-12 school district within the State,  
33 the employee shall retain the same longevity, leave benefits, and other benefits that the employee had  
34 in his/her previous position; PROVIDED, that the position is similar in occupational status (similar  
35 titled position). Employees who transfer between districts shall not retain any seniority rights other  
36 than longevity from the previous district when leaving one K-12 school district and beginning  
37 employment with another. If the Evergreen Public Schools has a different system for computing leave  
38 benefits, and other benefits, then the employee shall be granted the same longevity, leave benefits, and  
39 other benefits as a person in the Evergreen Public Schools who has similar occupational status (similar  
40 titled position) and total years of service.

41  
42 Written documentation from the transferring district, which shall include the position title(s) and  
43 specific length of service, must be submitted to the Classified Personnel Department at the time of  
44 employment.

45  
46 **Section 16.2.** Any new hire, not covered under Section 16.1, shall be permitted to transfer one-half  
47 (½) year for each full year of prior similar work experience up to a maximum of three (3) years  
48 experience credit on Schedule A.

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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 17.1.1. 10-Year Longevity Step.** A longevity step of one and one-half percent (1.5%) shall be granted for those employees who have completed ten (10) years of service.

**Section 17.1.2. 15-Year Longevity Step.** A longevity step of one and one-half percent (1.5%) shall be granted for those employees who have completed fifteen (15) years of service.

**Section 17.1.3. 20-Year Longevity Step.** A longevity step of one and one half percent (1.5%) shall be granted for those employees who have completed twenty (20) years of service beginning in the 2007-2008 school year.

**Section 17.1.4. 25-Year Longevity Step.** A longevity step of one and one half percent (1.5%) shall be granted for those employees who have completed twenty-five (25) years of service beginning in the 2006-2007 school year.

**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 22.3. 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 22.3, on the first regular pay day following agreement on such schedule.

**Section 17.4.** 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 17.4.1.** An Apprentice Mechanic shall be promoted to Journey Mechanic when:

- A. He/she has successfully passed five (5) of the six (6) ASE medium/heavy duty truck/bus tests, has demonstrated his/her abilities as a Journey Mechanic, and has successfully completed an apprentice program; OR
- B. He/she has successfully passed five (5) of the six (6) ASE medium/heavy duty truck/bus tests, and has worked as an Apprentice Mechanic for five (5) years. He/she may substitute technical schooling for time and years.

1 **Section 17.5.** Errors in salary amount which result in under payment must be corrected in the current  
2 payroll period if notification is received in the payroll office by the tenth (10<sup>th</sup>) of the month.  
3 Subsequent checks shall then bear the correct monthly salary. In the event of over payment, the  
4 employee will be contacted. The overpayment shall be deducted as per RCW 49.48.200 or any greater  
5 amount mutually agreed upon.

6  
7 **Section 17.6.** When employees transfer from one classification to another, within the same  
8 bargaining unit, they shall retain District seniority rights. Where possible they shall be placed on  
9 the salary step at the pay rate closest to, but not lower than, their current rate. If their current rate  
10 includes longevity steps, they shall be placed on the salary step at the pay rate closest to, but not  
11 lower than, the top step of their current pay level (not including longevity). The respective  
12 longevity percentage(s) will then be applied to the new pay step. Employees transferring to lower  
13 level classifications shall be placed at the pay rate closest to their current step (not including  
14 longevity, unless it applies).

15  
16 **Section 17.7.** Employees subject to this Agreement who are required in the course of their  
17 employment to use their personal vehicles shall be reimbursed by the District for mileage at  
18 maximum IRS allowable rate (with no retroactivity).

19  
20 **Section 17.8. English Language Learners (ELL) Staff Assistant Positions.**

21 Should the District determine that a specialty language is needed due to a special population of  
22 students, it shall be noted on the posting for ELL Staff Assistant. If a specialty language is noted and  
23 the ELL Staff Assistant possesses sufficient ability in the specialty language as determined by passing  
24 a fluency test given by the District that does not exceed the requirements of the State of Washington or  
25 bypassing the State certification exam, they shall be placed on the Pro-Tech Class IV rate of pay on  
26 Schedule A. The District has the right to move an employee who possesses a specialty language from  
27 location to location in order to best serve the needs of the students. If the District determines that the  
28 specialty language is no longer needed, the pay rate shall revert back to the Class IV Staff Assistant  
29 rate of pay.

30  
31 **Section 17.9. Transportation Mechanics Tool Allowance.** The District shall establish a fund in  
32 the amount of four hundred-fifty dollars (\$450.00) per mechanic to replace or purchase new  
33 employee-owned hand tools and equipment used by the employee during his or her normally  
34 assigned duties; provided, the tools or equipment are stored on District premises. Mechanics must  
35 have prior approval from the supervisor in charge and provide receipts for new tools or equipment.  
36 A complete tool and equipment inventory shall be provided to the supervisor by each mechanic  
37 and updated when needed. Any allowance left over at the end of August cannot be carried over to  
38 the next fiscal year. The district shall determine the means by which such tools and equipment are  
39 to be kept secure. In subsequent years of the Agreement, the District and Association will review  
40 the use of this fund to determine an appropriate higher or lower level of funding.

1 **Section 17.10. Placement of Clark County Skills Center Staff Assistants on the Professional /**  
2 **Technical Pay Scale.**

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

19  
20 **STAFF PROTECTION**

21  
22 **Section 18.1.** Individual losses or damage to personal items or equipment shall be reimbursed to  
23 the limit of the insurance deductible, up to three hundred dollars (\$300.00), based on actual value  
24 at the time of the loss as determined by an insurance adjuster and subject to the following  
25 conditions:

- 26
- 27 A. There must be proof submitted that the employee has insurance. An employee must  
28 exhaust his/her own insurance recovery possibilities before being eligible for  
29 reimbursement under this provision. A copy of the employee's homeowner's/auto  
30 insurance is required.
  - 31
  - 32 B. There must be filed with the District Personnel Office within twenty (20) calendar days  
33 after the damage or loss, a Proof of Loss and Claim for Reimbursement form.
  - 34
  - 35 C. There shall be no reimbursement for loss of cash.
  - 36
  - 37 D. Upon approval by the District of a certified claim, individual losses shall be reimbursed  
38 to the limit of the insurance deductible, up to three hundred dollars (\$300.00) based on  
39 actual value at the time of the loss, as determined by an insurance adjuster.
  - 40
  - 41 E. Reimbursement will not be made due to an individual's negligence.
  - 42
  - 43 F. Only clear acts of vandalism to automobiles will be reimbursed subject to the provisions  
44 above.
- 45



1 **Section 19.2.** All drivers subject to this Agreement will be paid a minimum of four (4) hours  
2 daily, with the exception of work that falls between the last day of school and first day of school.  
3 Any work during this period will be paid for actual hours worked plus thirty (30) minutes per day  
4 for the purpose of clean-up and pre-trip, with the minimum being three (3) hours. Partial days  
5 during the school year, when only one (1) school in the District is in session, will be paid at a  
6 guaranteed four (4) hours only. This shall include any guaranteed routes.

7  
8 **Section 19.2.1 Paid time for early release days will be as follows:**

9  
10 **Section 19.2.2.** During District-wide and Elementary Early Release schedules, drivers  
11 paid time will end after the AM home-to-school runs. Paid time will resume at the beginning of  
12 the school-to-home runs, the driving rate will continue to be paid if there are sixty (60) minutes  
13 or less between assignments (including activity runs).

14  
15 **Section 19.2.3.** During secondary early release schedules, the driving rate will continue  
16 to be paid if there are sixty (60) minutes or less between assignments.

17  
18 **Section 19.3.** In calculating daily hours, in transportation, time shall be exact. The total hours  
19 will be rounded to the nearest one tenth (1/10) hour.

20  
21 **Section 19.3.1.** For pay purpose only, the Transportation Department work week shall be  
22 designated as Sunday through Saturday. If an employee is on a run and he/she will go into  
23 overtime before the run is complete, the employee will be paid overtime for all subsequent,  
24 continuous hours of work, even if the run carries over from Saturday to Sunday.

25  
26 **Section 19.4.** The following will prevail on overnight trips.

27  
28 **Section 19.4.1.** Day of departure, if preempted: Driver will be guaranteed drive pay for  
29 his/her route pack, if total trip time is less than the route pack.

30  
31 **Section 19.4.2.** A regular workday, (Monday-Friday), non-driving: Driver will be  
32 guaranteed drive pay for his/her route pack time.

33  
34 **Section 19.4.3.** Weekend day (Saturday and/or Sunday): Driver to be guaranteed drive pay  
35 for a minimum of a four (4) hour day for non-driving days. Driver to be guaranteed four (4) hours  
36 minimum for a partial driving day or driving time plus standby time, whichever is the greater.

37  
38 **Section 19.4.4.** Return day on weekend: Driver to be guaranteed four (4) hours minimum.  
39 If driver is returning on a regular scheduled workday, the driver is to be guaranteed regular route  
40 pack time. The Transportation Department will work out and share with drivers a procedure for  
41 requesting extension of time in motels in situations where leave time is later than anticipated. If  
42 the driver follows the specified procedure and is required to leave the motel, standby time will be  
43 paid thereafter.

1 **Section 19.5.** Route packs shall be established by the Manager of Transportation at the beginning  
2 of the school year. Route packs shall be established to provide the most hours in the shortest  
3 workday as is feasible. These route packs shall be selected by drivers, in accordance with seniority,  
4 prior to the beginning of the school year. In the event an employee is not available at bid time, the  
5 employee may submit a proxy list of routes and additions. If a list is not available, the employee  
6 will be assigned the non-special ed route with the most time.

7  
8 All route packs will be guaranteed the original bid time. Any route that has had an activity run added  
9 to make up the four (4) hour minimum route pack will be paid run through time as a school-to-home  
10 run.

11  
12 No bumping or changes in drivers from one route pack to another shall be made prior to the  
13 October realignment. Any new or regular route pack, which becomes open after bid day in

14  
15 August, will be filled by substitutes until the October realignment. All drivers will be involved in  
16 the October realignment subject to the following conditions.

17  
18 A driver must meet one of the following conditions:

- 19  
20 1. Their time could be bettered by an average of one (1) hour and  
21 fifteen (15) minutes per week on a new or open route pack.
- 22  
23 2. The route pack originally bid by the driver has been lost.
- 24  
25 3. The driver did not bid during the original bidding process.
- 26  
27 4. School runs added that do not fit within the time slot (high school, middle school,  
28 early elementary, late elementary, kindergarten, and activity runs) of the originally  
29 bid route pack.
- 30  
31 5. If a driver presently has a kindergarten or activity run that has been attached to  
32 his/her route pack to fill in the four (4) hour minimum, a driver may bid on a new or  
33 open route pack.

34  
35 All drivers will have the opportunity to bid on all extra work up to a maximum of forty (40) hours  
36 per week. An opportunity to bid for realignment will occur no later than the third Monday of  
37 October. The October realignment will consist of all new or open route packs that become  
38 available after August bid day, including routes that have had a gain of an average of two (2) hours  
39 and thirty (30) minutes per week and all posted extra work, i.e., all kindergarten routes, (singles or  
40 back to backs), shuttles, activities routes, etc. The bid sheets will be made available at least two (2)  
41 days prior to the October realignment whenever possible.

42  
43 After October realignment, a route pack that increases by an average of two (2) hours and thirty  
44 (30) minutes or more per week will be posted as open. The driver coming off the open route pack  
45 shall be able to bump onto another route pack based upon seniority. The changes shall take place  
46 within seven (7) days following the verification of time gain. The verification shall be done by the  
47 Manager of Transportation or designee(s).

1           **Section 19.5.1.** The Employer and the Association recognize each other's mutual interest by  
2 maintaining a combination of predetermined route packs and individually arranged route packs.

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

- 7  
8           1. The efficiency of the transportation system as envisioned in Article II of the Collective  
9 Bargaining Agreement.
- 10  
11           2. The ability of drivers to bid on extra assignments in order for them to build a forty (40)  
12 hour work week.
- 13  
14           3. The need to provide sufficient equipment and drivers to cover field trips.

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

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

22  
23           **Section 19.5.2.** When substituting on a special education route, regular drivers who  
24 substitute will be paid his/her own route pack time or special education route pack time, whichever  
25 is greater.

26  
27 **Section 19.6.** In order to bid on a new or open route pack, after realignment, the driver must:

- 28  
29           A. Better his/her time by, one (1) hour and fifteen (15) minutes per week; or
- 30  
31           B. Bid on same time, or less time, if a driver presently has kindergarten or activity run that has  
32 been attached to his/her route to fill in the four (4) hour minimum; or
- 33  
34           C. Drivers may bid off all forty (40) hour route packs onto a posted new non forty (40) hour  
35 route pack that becomes available after the October realignment, regardless of the time on  
36 that new route pack.

37  
38 After realignment, any school runs added to a regular education route pack must fall within the  
39 time slots of the driver's original bid, unless the change is approved by the driver.

40  
41           **Section 19.6.1.** Any new or open route pack which becomes open after the bid day in August  
42 will be filled by substitutes until posted. Kindergarten runs will be guaranteed one (1) hour, or  
43 drive time, whichever is greater. All kindergarten runs will be posted as established by the  
44 Transportation Manager on bid day and drivers can bid only one (1). No later than the third  
45 Monday of October, all kindergarten runs not attached to routes will be bid to allow for the  
46 establishment of back-to-back runs by the Transportation Manager or his/her designee. After the  
47 October realignment, drivers must keep their kindergarten runs for the remainder of the school  
48 year, except when bidding on another kindergarten run, or special education run that betters his/her  
49 time by an average of one (1) hour, fifteen (15) minutes or more per week.

1           **Section 19.6.2.** A route pack that increases by an average of two (2) hours and thirty (30)  
2 minutes per week will be posted as an open route. Time sheets must reflect two (2) full weeks of  
3 time gained before posting or bumping will occur. New or open routes will be posted within seven  
4 (7) calendar days. Trustees shall be notified of any such increases or additions by the immediate  
5 supervisor or dispatcher. Additional route packs in Transportation shall also be considered new  
6 positions and shall also be posted in accordance with this provision. The requirements of posting a  
7 vacancy may be waived if the senior driver eligible to bid on the position is appointed to fill the  
8 vacancy. The Dispatcher, with approval of the Manager of Transportation, shall assign the  
9 additional run or increased time to the route pack which he/she feels compliments the existing  
10 route pack.

11  
12           **Section 19.6.3.** Summer trips will be assigned by telephone between 7:00 a.m. and 10:00 a.m.  
13 on Mondays, Tuesdays, and Thursdays prior to date of departure. (Monday assignments will be for  
14 Tuesday trips, Tuesday assignments will be for Wednesday and Thursday trips, and Thursday  
15 assignments will be for Friday through Monday trips, whenever possible.) Drivers who turn down a  
16 trip will not be called again until the following day. If the driver is called and there is no answer, it will  
17 be considered a decline.

18  
19           **Section 19.7.** All trips other than regularly scheduled daily route packs will be posted and then  
20 assigned in strict compliance with the seniority provisions of this Agreement:

21  
22           **Section 19.7.1.** Provided, however, that no driver, except special education trained drivers shall  
23 be assigned to transport handicapped students,

24  
25           **Section 19.7.2.** Provided further that no driver shall be eligible for such trips when it would  
26 require a driver to work in excess of forty (40) hours in any workweek [eligibility will be based on  
27 forty (40) hours minus the total weekly average route pack time]. Drivers may not apply any  
28 guaranteed paid time (coded 04 time) towards pre-empt trips in order to stay within the 40-hour work  
29 week requirement or require the driver to pre-empt his regularly assigned route pack, unless such pre-  
30 emption is deemed necessary by the District or the following conditions are met.

31  
32           **Section 19.7.3.** Drivers may pre-empt a route pack for any trip that is at least sixty (60) radius  
33 miles one way from the transportation center or for overnight or weekend trips or trips that are  
34 scheduled to be eight (8) hours or more. These trips will be posted as “pre-empt.” Drivers may be  
35 required to drive half days, the day of pre-empt trips, if substitutes are not available. A driver, whose  
36 route pack has been pre-empted, will be paid his/her route pack time, or the amount earned for the  
37 extra trip, whichever is greater.

38  
39           **Section 19.7.4.** The Transportation Manager may arrange at his/her discretion the pre-emption  
40 of additional unpaid days as needed in order for drivers to comply with the forty (40) hour workweek  
41 requirement.

42  
43           **Section 19.7.5.** These extra trips shall be available first to bargaining unit employees. All extra  
44 trips will be paid over and above regular route pack time if the driver has fully worked his/her  
45 regularly scheduled hours.

1           **Section 19.7.6.** A driver, who drives a bus other than his/her own, for a trip, during the regular  
2 workweek, shall receive thirty (30) minutes for the purpose of pre-trip inspection, post-trip inspection,  
3 cleanup, fueling, and required paperwork in addition to actual hours of driving time.

4  
5           **Section 19.7.7.** In order to receive extra compensation for bus cleaning, above and beyond the  
6 thirty (30) minutes, a "Request for Extra Compensation" form must be filled out and approved by the  
7 Transportation Manager.

8  
9           **Section 19.8.** When possible, by 8:00 a.m. of the last school day of each week, all trip requests  
10 with the completed information will be posted through Saturday of the following week, to allow  
11 drivers to plan for a full week. Any trips posted less than five (5) calendar days prior to the trip  
12 will be printed on paper of a different color. All trip requests received less than twenty-four (24)  
13 hours prior to the trip departure time will be placed on the hot board. Some trip requests received  
14 less than forty-eight (48) hours prior to departure time will be placed on the hot board depending  
15 on the circumstances (i.e., distances, number of buses needed, etc.). Such trips shall be awarded  
16 one (1) workday prior to the time of departure, except in the case of emergencies, to the senior  
17 driver signing up. A driver missing a full day of work will not be eligible for any extra trips that  
18 day nor upon the day he/she returns to work, except for trips posted on the hot board the day the  
19 driver returns. Exceptions will be for work that is missed due to personal leave absences with the  
20 prior approval of the Transportation Manager. In order to trip upon returning to work, a request form  
21 must be approved by the Transportation Manager. A map indicating directions and address of  
22 destination shall be provided upon request to all drivers taking extra trips outside the District.  
23 Whenever possible, overnight trips shall be posted no later than eight (8) calendar days prior to  
24 date of trip, and trip will be assigned five (5) calendar days prior to trip day.

25  
26           **Section 19.9.** The current "Causes of Disciplinary Action and Discharge" shall be contained in the  
27 Transportation handbook and are hereby incorporated into this Agreement.

28  
29           **Section 19.10. Substitute Employees.** Persons hired as substitute transportation employees, and  
30 who are employed for more than thirty (30) working days within any twelve (12) month period,  
31 beginning with the first paid workday during the current or immediately preceding school year and  
32 who continue to be available for employment as substitutes, shall become bargaining unit  
33 members.

34  
35           **Section 19.10.1.** The Employer shall establish and maintain an "extra pool" consisting of all  
36 substitute employees placed in a substitute list by training group order first then application date  
37 and then alphabetical order. The most senior substitute employee shall have the first opportunity  
38 for assignments projected to last longer than ten (10) working days. Work assignments shall be  
39 based on a rotating roster, except, an employee scheduled to work and whose work is cancelled,  
40 will remain at the top of the list.

41  
42           **Section 19.10.2.** Substitute drivers will receive a minimum of one (1) hour pay for each  
43 duty call (only work other than the normal work shift and workday, noncontiguous with the normal  
44 work shift and workday). Substitute drivers who report for a normal work shift (route pack) will  
45 receive a minimum of two (2) hours drive pay for AM and two (2) hours drive pay for PM or route  
46 pack time whichever is greater.



1        **Section 20.1.3.** Temporary positions are temporary and may end when the need for a  
2 particular position no longer exists.

3  
4        **Section 20.1.4.** Permanent and temporary positions will be posted as required by the  
5 Collective Bargaining Agreement.

6  
7        **Section 20.1.5.** If the District approves, in writing, a permanent employee to be placed in a  
8 temporary position, the permanent employee will be returned to his/her regular position at the end  
9 of the temporary assignment. In all other instances where the permanent employee applies for and  
10 is granted a temporary position, he/she will not have the right to the original position once the  
11 temporary position has expired.

12  
13        **Section 20.1.6.** The following is set forth for the purpose of establishing what continuous  
14 daily employment is in Transportation: If a person is hired into a posted temporary position (for  
15 someone on a leave of absence) through the end of a school year and the position then ends and  
16 that same individual bids for and is awarded a route by the bid day in August the following school  
17 year (not substituting), the individual will be determined as not having had an interruption in  
18 service and will not be expected to serve an additional probationary period. There will be no  
19 exceptions to this other than the normal summer break.

20  
21        **Section 20.1.7.** If a position is temporary during a school year and then ends and is  
22 reestablished at the beginning of the next school year, the position shall be posted from temporary  
23 to permanent status. If the same employee continues with the same position title with no  
24 interruption in service (other than the regular summer break), the hire date would remain with the  
25 date on which he/she began temporary employment in that position. If the same employee returns  
26 in a different position title, a new probationary period will be served.

27  
28        **Section 20.1.7.1. Overload Classroom Assistants.** Overload positions will always be  
29 temporary positions regardless of duration and will not be posted from temporary to permanent  
30 from one school year to the next.

31  
32        **Section 20.1.8.** Temporary employees are not subject to layoff protection or recall rights  
33 under the layoff provision.

34  
35        **Section 20.1.9.** Temporary positions which are posted for four (4) hours or more per day will  
36 be eligible to enroll in the District medical insurance program from the hire date if the need for the  
37 position is expected to continue beyond sixty (60) working days.

38  
39        **Section 20.1.10.** If the temporary position ends at any point other than the end of the school  
40 year, the District medical insurance will only be in effect for a period of time up to thirty (30)  
41 business days, depending upon the date the position ends. The "COBRA" law then goes into  
42 effect.

43  
44        **Section 20.1.11.** If the temporary position continues through the end of the school year,  
45 District medical insurance will be continued through the month of July only. After that point, the  
46 "COBRA" law goes into effect.

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## ARTICLE XXI

### **SUMMER WORK**

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

**Section 21.1.** The District agrees that prior to filling summer positions the Association shall be provided with a list of job openings more than five (5) business days prior to the last day of school. The District shall not fill summer positions with outside employees until bargaining unit employees have had at least five (5) business days to submit applications. Furthermore, interested applicants shall have at least five (5) business days to submit applications for jobs that occur after school is out.

**Section 21.2.** Current bargaining unit members will receive first consideration for posted summer positions in their same titled positions.

**Section 21.3.** 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 21.4.** Positions posted (including summer transportation routes and trips) for summer work, during specific days of summer break, are eligible for July 4 holiday pay as long as summer hours also meet criteria in Sections 8.1 and 8.1.1.

## ARTICLE XXII

### **TERM AND SEPARABILITY OF PROVISIONS**

**Section 22.1.** The term of this Agreement shall be September 1, 2008 to August 31, 2013.

**Section 22.2.** 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 22.3.** 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 State funds for classified salaries (COLA) and benefits shall be passed through for each year of this agreement.

1. Effective September 1, 2008, in addition to the State COLA [4.4 percent] the District shall increase the pay rates over next three years, 2008-09; 2009-10; and 2010-11, to have all classifications within 3.6% - 4.8% of Vancouver School District pay rates. The amount above COLA has been determined for each of the first three years.

That document will be kept as a referral document with the percentage increases included.

- 1           2. Effective September 1, 2011 and September 1, 2012 in addition to the State COLA, the  
2           District shall increase the pay rates divided equally to bring the wages the same or better  
3           than the Vancouver School District.

4  
5           Each of these adjustments will be made by taking a snapshot of the actual Schedule A  
6           from the Vancouver School District to ensure that we are using current actual year-by-  
7           year amounts.

8  
9           **Section 22.4.** If any provision of this Agreement or the application of any such provision is held  
10          invalid, the remainder of this Agreement shall not be affected thereby.

11  
12          **Section 22.5.** Neither party shall be compelled to comply to any provisions of this Agreement  
13          which conflicts with State or Federal statutes or regulations promulgated pursuant thereto. In the  
14          event any of the terms of this Agreement are affected by subsequent Federal or State laws or  
15          government decree, such terms of the Agreement shall be modified so as to conform to the  
16          requirement of such law. All other provisions of this Agreement shall continue in full force and  
17          effect.

18  
19          **Section 22.6.** In the event either of the foregoing sections is determined to apply to any provision  
20          of this Agreement, such provisions shall be renegotiated pursuant to Section 22.3.

21  
22          **Section 22.7. Noon Custodians.** Noon custodians shall retain their employment as District  
23          employees until such time as they resign, retire, or are terminated. Noon custodial positions vacant  
24          as a result of the above may be subcontracted to the District's custodial subcontractor. The District  
25          shall exercise due care to assure that current employees under this provision are protected in their  
26          rights to employment without discrimination or harassment.

**Schedule A**  
**Evergreen Public Schools**  
**September 1, 2008 – August 31, 2009**

<b>STAFF ASSISTANTS</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>After 10 Years Add 1.5%</b>	<b>After 15 Years Add 1.5%</b>	<b>After 20 Years Add 1.5%</b>	<b>After 25 Years Add 1.5%</b>
Class I	\$11.89	\$12.73	\$13.41	\$13.60	\$13.94	\$14.15	\$14.36	\$14.58	\$14.80
Class II	\$12.28	\$13.15	\$13.79	\$14.02	\$14.40	\$14.62	\$14.84	\$15.06	\$15.29
Class I:	Adjustment Room/In-House, Art Discovery, ASB Support, Behavior Assistance Monitor, Cafeteria Monitors, Classroom Music Accompanist, Classroom Overload, Commercial Art, Community Education, Day Care, Extended Day Kindergarten Transition, Gymnasium Monitor, Health Room, I-Care, Lunch Buddy Coordinator, Music Classroom Assistant, Note Taker (504) **Note Taker-Deaf/Hard of Hearing (HH), Parent Notification, Planning Room/Independent Study, Playground Monitor, Reconciling Room Support, Special Needs-Ag Voc, Staff Support at Home Choice, Student Academic & Behavioral Assistance Program, Student Support, Student Transition, Study Hall Supervisor								
Class II:	American Sign Language Interpreter (CCSC), AVID Tutor, Career & Tech. Ed. (including Academic Assistant, Ag-Floral Career & Tech. Ed-Carl Perkins Grant, Drafting/CAD, Floral Shop, Manufacturing Tech Ed, Metals & Field Ecology, Pre-Engineering, Retail Marketing, Science Technology Education, Technology Education, Visual Communications), Choice/RDM, Clark County Skills Center [Including: Automotive Assistant, Dental Assisting Instructional Asst., Financial Customer Services Instructional Asst., Instructional Asst. Automotive/Diesel, Instructional Asst. Automotive/Diesel/Construction, Instructional Asst. Construction Technology, Instructional Asst. Electronics, Instructional Asst. Restaurant Management/Culinary Arts, Instructional Asst. Retail Management, Staff Asst.-Criminal Justice Program), Classroom, Communication Disorder Specialist, Computer, Computer Guided Study, English/Biology Tutor, English Language Learners (ELL), English Language Learners Newcomer Center, ELL/KEEP, FOSS Assistant, Gifted, KEEP Program, KIDS Program, Learning Network Support, Legacy Instructional Assistants, Literacy Support, Math Support, Medication Administration Assistant, Native American Education, One-on-One (504), Parent Support Specialist, Planning Time Support, Primary Intervention Program (PIP), Recovery Transition Program, Student Support-Academics, Sign Language Interpreter for Music Teacher, Social and Academic Intervention, Special Education Staff Assistant [Including: After-School Credit Recovery, Bus Duty, Choice Program, ALC (Academic Learning Classroom), ECE (Early Childhood Education), DSC (Developmental Skills Classroom), LSC (Life Skills Classroom), SCIP (Social Communication Integration Program), SLC (Structured Learning Classroom), K-1, Sign Language Interpreter, Sp. Ed. One-on-One, Tactile Sign Language Interpreter I-Deaf/Hard of Hearing Program], Title I/LAP Programs (Reading/Math/Extended Day Kindergarten), Tutorial								

*\*\*Employee in a note taker position prior to 6/16/2006 shall retain current pay level.  
All others hired into those positions after 6/16/2006, shall be placed in Class I.*

**Schedule A**  
**Evergreen Public Schools**  
**September 1, 2008 – August 31, 2009**

<b>PROFESSIONAL TECHNICIANS</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>After 10 Years Add 1.5%</b>	<b>After 15 Years Add 1.5%</b>	<b>After 20 Years Add 1.5%</b>	<b>After 25 Years Add 1.5%</b>	
Class I	\$12.64	\$14.06	\$15.45	\$16.40	\$17.15	\$17.41	\$17.67	\$17.94	\$18.21	
Class II	\$13.95	\$14.87	\$15.82	\$16.54	\$17.25	\$17.51	\$17.77	\$18.04	\$18.31	
Class III	\$15.33	\$16.07	\$16.87	\$17.57	\$18.23	\$18.50	\$18.78	\$19.06	\$19.35	
Class IV	\$16.70	\$17.31	\$17.94	\$18.57	\$19.21	\$19.50	\$19.79	\$20.09	\$20.39	
Class V	\$17.54	\$18.52	\$19.48	\$20.46	\$21.42	\$21.74	\$22.07	\$22.40	\$22.74	
Class VI	\$18.31	\$19.14	\$19.99	\$20.93	\$21.86	\$22.19	\$22.52	\$22.86	\$23.20	
Class VII	\$19.46	\$20.33	\$21.23	\$22.22	\$23.21	\$23.56	\$23.91	\$24.27	\$24.63	
Class VIII	\$19.15	\$20.50	\$21.86	\$23.22	\$24.55	\$24.92	\$25.29	\$25.67	\$26.06	
Class IX	\$22.01	\$23.39	\$25.11	\$27.19	\$29.63	\$30.07	\$30.52	\$30.98	\$31.44	
Class X	\$24.85	\$26.26	\$28.36	\$31.17	\$34.70	\$35.22	\$35.75	\$36.29	\$36.83	
Class I:	Bindery Operator, Copy Operator, Copy/Bindery Operator									
Class II:	Autism Technical Support Staff Trainer, Computer Operator/Records Assistance, Early Childhood Education Specialist (w/no degree, but at least 25 quarter credits in early childhood education or child development), Press Operator, Press/Bindery Operator									
Class III:	Standard Material/Forms Coordinator, Typesetting/Graphics									
Class IV:	Activities Coordinator, Applied Medical Sciences, At-Risk Advocate, At-Risk Advocate/Security, At-Risk Program Coordinator, Brailist Assistant, Career Guidance Facilitator, CCSC (Clark County Skills Center) positions if qualified, ELL (English Language Learners) Bilingual Parent Liaison, ELL (English Language Learners), Bilingual Staff Assistant if qualified, Early Childhood Education Specialist (with early childhood education degree), Educational Assessment Specialist, Financial Customer Service Instructional Assistant, Multicultural Specialist, Native American Youth Coordinator									
Class V:	Communication Disorder Specialist or Speech Language Pathologist (with degree in area of specialization), Computer Support Technician, Instructional Technology Trainer, Licensed Practical Nurse, Licensed Practical Nurse (LPN) Special Education Assistant, Psychometrists									
Class VI:	*Educational Sign Language Interpreter (*AA or BA from interpreter training program, or must have passed District test.)									
Class VII:	Boundary/Home School Specialist, Certified Occupational Therapist Assistant, Help Desk Coordinator, Physical Therapist Assistant, Project Coordinator, Student Attendance Specialist									
Class VIII:	Career & Tech Ed Computer Hardware/Software Technician, Computer Application Support Technician, Fiscal Coordinator, Hardware Installation Technician, Hardware Maintenance Technician, Network Hardware Maintenance Technician, Reporting Specialist, Software Support Specialist, Student System Coordinator, Video Services Coordinator, Web Content Editor									
Class IX:	Fiscal/Alpha Project Coordinator, Lead Student System Coordinator, Network Support Technician, Registered Nurse, Registered Nurse Special Education Assistant									
Class X:	Application Developer, Application Developer/Web Designer, Database Adm./Programmer, Case Manager for Students in Transition, Substance Abuse Intervention Professional*, Tobacco Prevention Specialist*									

\*Through Attrition - Move Substance Abuse Professional & Tobacco Prevention Specialist to Class IX.

**Schedule A**  
**Evergreen Public Schools**  
**September 1, 2008 – August 31, 2009**

<b>SERVICE WORKERS</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>After 10 Years Add 1.5%</b>	<b>After 15 Years Add 1.5%</b>	<b>After 20 Years Add 1.5%</b>	<b>After 25 Years Add 1.5%</b>
Class E	\$11.12	\$11.88	\$12.49	\$12.82	\$13.08	\$13.28	\$13.48	\$13.68	\$13.89
Class I	\$12.05	\$12.92	\$13.40	\$14.15	\$14.88	\$15.10	\$15.33	\$15.56	\$15.79
Class II	\$14.48	\$15.12	\$15.71	\$16.36	\$16.99	\$17.24	\$17.50	\$17.76	\$18.03
Class III	\$14.96	\$15.45				\$15.68	\$15.92	\$16.16	\$16.40
Class IV	\$16.94	\$17.40	\$17.96			\$18.23	\$18.50	\$18.78	\$19.06
Class V	\$17.46	\$17.94				\$18.21	\$18.48	\$18.76	\$19.04
Class VI	\$17.80	\$18.29	\$18.87			\$19.15	\$19.44	\$19.73	\$20.03
Class E	Building Supervisors, Stadium Supervisors								
Class I:	Building Supervisor Lead, Community and Workbased Learning Service Worker, Environmental Studies Program Assistant, Media (Elementary, Middle & Senior High) Student Store Assistant II, Traffic Safety Monitor								
Class II:	Audio Visual Production, Video Production								
Class III:	Noon Custodian								
Class IV:	Campus Security								
Class V:	Delivery, Fixed Asset								
Class VI:	Central Receiver, Surplus/Heavy Delivery								

**Schedule A**  
**Evergreen Public Schools**  
**September 1, 2008 – August 31, 2009**

<b>MAINTENANCE</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>After 10 Years Add 1.5%</b>	<b>After 15 Years Add 1.5%</b>	<b>After 20 Years Add 1.5%</b>	<b>After 25 Years Add 1.5%</b>
Grounds	\$16.97	\$17.60	\$18.32	\$18.59	\$18.87	\$19.15	\$19.44
Specialist	\$18.55	\$19.15	\$19.68	\$19.98	\$20.28	\$20.58	\$20.89
Crafts	\$21.19	\$22.38	\$23.31	\$23.66	\$24.01	\$24.37	\$24.74
* Preventative Maintenance	\$22.06	\$23.29	\$24.26	\$24.62	\$24.99	\$25.36	\$25.74
Lead	\$22.89	\$24.16	\$25.16	\$25.54	\$25.92	\$26.31	\$26.70

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

<b>TRANSPORTATION</b>										
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>After 10 Years Add 1.5%</b>	<b>After 15 Years Add 1.5%</b>	<b>After 20 Years Add 1.5%</b>	<b>After 25 Years Add 1.5%</b>
Driver Trainer	\$20.41	\$20.86	\$20.86	\$20.86	\$20.86	\$21.34	\$21.66	\$21.98	\$22.31	\$22.64
Assist. Driver Trainer / Asst. Dispatch	\$19.10	\$19.54	\$19.54	\$19.54	\$19.54	\$20.01	\$20.31	\$20.61	\$20.92	\$21.23
Bus Drivers	\$18.16						\$18.43	\$18.71	\$18.99	\$19.27
Auto Detailer	\$11.11						\$11.28	\$11.45	\$11.62	\$11.79
Standby	\$13.62	Standby rate shall be 75% of driving rate.								

<b>MECHANICS</b>	<b>Year 1</b>	<b>After 10 Years Add</b>	<b>After 15 Years Add</b>	<b>After 20 Years Add</b>	<b>After 25 Years Add 1.5%</b>
Apprentice Bus Mechanic	\$19.37	\$19.66	\$19.95	\$20.25	\$20.55
Journey Bus Mechanic	\$23.69	\$24.05	\$24.41	\$24.78	\$25.15
Assistant Lead Journey Mechanic	\$26.08	\$26.47	\$26.87	\$27.27	\$27.68
Lead Journey Mechanic	\$27.04	\$27.45	\$27.86	\$28.28	\$28.70

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PUBLIC SCHOOL EMPLOYEES  
OF EVERGREEN PSE

EVERGREEN PUBLIC SCHOOLS

BY:           signed by            
Cate Seem-Ruggiero  
immediate past Chapter President

BY:           signed by            
John Deeder, Superintendent

BY:           signed by            
Edy Lanphere, Chapter President

DATE:   October 2, 2008  

DATE:   September 22, 2008