

Working Agreement

between

Service Employees Union, Local 925

of

Service Employees International Union

and

Bremerton School District 100-C



September 1, 2005 – August 31, 2008

**Bremerton School District
Board of Directors**

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Bremerton School District 100-C

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**SCHOOL EMPLOYEES UNION
LOCAL 925 OF SERVICE EMPLOYEES INTERNATIONAL UNION**

PREAMBLE

THIS AGREEMENT is made and entered into this 1st Day of September, 2005, between the Board of Directors of the Bremerton School District 100-C (hereinafter referred to as the "Employer"), and the School Employees Union, Local 925 of Service Employees International Union, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the Union recognizes that the Employer has the responsibility for adopting policies for the District; and

WHEREAS, the laws of the State of Washington permit school districts to enter into negotiated agreements concerning wages, hours, annual leave and other working conditions; and

WHEREAS, certain understandings have been reached which the Employer and the Union desire to incorporate into a written agreement,

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. RECOGNITION

SECTION A. Exclusive Bargaining Agent

The Employer agrees to recognize the School Employees Union, Local 925 of Service Employees International Union, as the bargaining agent for all classified workers who are not exempt and who are engaged in the following categories in regard to wages, hours, annual leave and working conditions:

1. Transportation
2. Maintenance
3. Child Nutrition Services
4. Custodial Services
5. Campus Security
6. Print Shop
7. Warehouse
8. Computer Technology Services

SECTION B. Establishment/Alteration of Job Description

The Employer agrees to notify the Union in writing of the establishment of new job description/alterations of existing job descriptions. The Employer further agrees to meet and negotiate with the Union, pursuant to RCW 41.56, regarding any changes in wages, hours, or working conditions arising from these new/altered job descriptions within five (5) working days of a request for bargaining from the Union. If a job description is planned on being unfilled or eliminated by the Employer, the impact of such vacancy or elimination shall be negotiated with the Union.

SECTION C. Labor-Management Communication

Each school year, the local bargaining unit president and the superintendent and/or designee shall consult and mutually establish a regular process for communicating regarding issues of mutual concern. Such process may include a district-wide labor-management committee, a department-specific committee, and/or a superintendent-union leadership meeting. As a part of the process, the parties shall, in some manner, provide interest-based problem-solving training to participants involved in labor-management communication. Any process created by the parties shall also include a means for communicating the results of union-management discussions to the District's supervisors and the members of the bargaining unit.

SECTION D. Bargaining Unit Member Information

The names, hire date, work assignments, addresses, phone number, classification, FTE, and salary information of employees in the bargaining unit will be provided annually on approximately October 1st to the Union. Information regarding new hires, terminations, and changes in employment status will be provided to the Union within thirty (30) days of board action.

SECTION E. Departmental Procedures

Department managers shall, with the collaborative input of department employees, create departmental procedures governing the daily routine tasks of the departmental positions. Significant changes to these departmental procedures will be addressed through this process or through the Labor Management Committee. These departmental procedures shall be made available to all department employees in a centrally-located area. The departmental procedures shall include copies of the departmental job descriptions.

ARTICLE II. EMPLOYMENT CONDITIONS

SECTION A. Probationary Employees/Substitute Employees/Temporary Employees

1. Newly hired employees shall be placed on a probationary status for a period of 90 working days from date of employment at the appropriate rate of pay for the job description. Such employee shall be given an orientation by the employer within the first thirty (30) working days. The District shall notify the local bargaining unit president of scheduled orientations of new employees. The local bargaining unit president shall coordinate and schedule a shop steward to drop in for a brief introduction to the Union during such orientation. Employees shall be without recourse for termination during the probationary period.
2. The time spent in probationary status shall count toward seniority. Probationary employees shall be paid the Base wage rate specified in the salary schedule during the period of probation.
3. **Substitute Employee:** A person, other than a current permanent or probationary employee, employed on a day-to-day intermittent basis, to fill in for instant absences of short duration. These employees shall become members of the bargaining unit upon thirty (30) cumulative days of employment in the current school year, except that the only sections of the collective bargaining agreement which shall apply will be Article II, Section B; Article IV, Section G; Article IV, Section I; Article VIII, Section A; Article XIV; Article XV, Section A; and the wage rates in Appendix A. Written notification of completion of thirty (30) cumulative days will be given to the union president within ten (10) working days. District supervisors who coordinate substitute coverage for union employees shall notify the local bargaining unit president of new employees placed on a substitute list at the time they become eligible for substitute assignments.
4. **Temporary Employee:** A person, other than a current permanent or probationary employee, employed to cover temporary jobs or openings on a predetermined work schedule. These employees shall become members of the bargaining unit upon thirty (30) cumulative days of employment in the current school year, except that the only section of the collective bargaining agreement which shall apply will be Article II, Section B; Article IV, Section G; Article IV, Section I; Article VIII, Section A; Article XIV; Article XV, Section A; and the wage rate in Appendix A. The Union shall be notified by Board agenda, within ten (10) working days of the hiring of a temporary employee.
5. All new employees are subject to drug and alcohol testing.

SECTION B. Union Security

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing. Those who are not members on the effective date of this Agreement shall, on or before the thirty-first (31st) working day

following the effective date of this Agreement, become and remain members in good standing in the Union.

2. It shall also be a condition of employment that all employees, covered by this Agreement and hired on or after its effective date, shall on or before the thirty-first (31st) working day following the beginning of such employment become and remain members in good standing of the Union, pay a representation fee to the Union as provided by law or pay a fee as provided under RCW 41.56.122(1). It shall be the Employer's responsibility to notify the Union President or designee in writing, by Board agenda, of the employment date of new employees.
3. Upon notification by the Union that an Employee has not joined the Union as provided in paragraph 2, on or before his/her thirty-first (31st) working day, the Employer shall terminate his/her employment within five (5) working days. The Union agrees to defend and hold harmless the District in administering this clause.
4. The Employer shall make available, in the Personnel Office, a copy of the Working Agreement to all employees.

ARTICLE III. SUBCONTRACTING

Section A. Project Cost Limitation

1. The Employer and the Union agree that subcontracting of work normally provided by the members of SEIU Local 925 may take place when: (1) the cost of a project is greater than nine thousand dollars (\$9,000), or (2) the job requirements exceed the capabilities or qualifications of the bargaining unit members, or (3) non-employees are contracted to respond to building security and/or maintenance calls after three calls are first made to employees, or (4) when installation is normally included in the purchase price of new equipment.
2. Upon request, the District will provide the union information on subcontracts awarded listing the name of the contractor(s), type of work performed, and the dollar amount of the contract.

SECTION B. Position Loss

No position that was covered within the previous school year in the bargaining unit and was lost due to a reduction in force, loss of revenue, retirement or resignation, will be permanently refilled outside the terms of this Working Agreement unless allowed by this contract or negotiated on a case by case basis.

SECTION C. Cooperative Agreements

The Employer may enter into inter-local agreements with other public agencies to provide services not currently or previously performed by SEIU members, provided that no employee shall suffer a reduction in scheduled or overtime hours as a result of any such inter-local agreements.

ARTICLE IV. EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION A. Union Discrimination Prohibited

1. No employee shall be suspended/terminated or discriminated against for any lawful union activity including performing service of a Union Committee outside of working hours or for reporting to the Union the violation of any provisions of the Working Agreement, provided that such activities shall not interfere with the performance of the employee's work.
2. The Union President or designee shall be allowed up to the equivalent of ten (10) working days per year (e.g. 10 times the number of daily hours for the President) for Union business provided that the cost of the replacement for such employee is paid by the Union at the custodial substitute rate as expressed on the SEIU Salary Schedule. Additional time may be granted upon request if not disruptive of District operations.
3. Night custodians will be released for Union meetings for up to two hours, upon notice at least 48 hours in advance, provided such release will not interfere with completion of their normal work duties and provided such time will be made up in the same shift.

SECTION B. Individual Rights

It is agreed that no member of the Union shall make an individual contract, agreement, stipulation or affidavit related to hours, wages, working conditions or any other matters which may affect his/her employment rights with the School District provided that this provision shall not prevent signing notice of continued employment rights.

SECTION C. Student Help

Employees shall have the right to accept or reject the assignment of student help.

SECTION D. Notification of Employment Status

All employees shall receive by August 15, notice of tentative assignment. Assignment shall be job description, shift, and work schedule, as feasible.

SECTION E. Definition of Seniority

1. Seniority is defined in this Agreement as total years of uninterrupted service as a Bremerton School District employee. An employee on leave of absence without pay under Article XI, Section E.1. or Section E.3., where the leave time exceeds thirty (30) days, shall neither accrue nor lose seniority rights. An employee on layoff status shall accrue no more than one year of seniority.
2. For the application of seniority, see the following specific articles.
 - a. **Reduction in Force**, see ARTICLE XIII.
 - b. **Annual Leave Scheduling**, see ARTICLE XI, Section A.

- c. **Vacancies**, see ARTICLE VII, Section A.
 - d. **Promotions**, see ARTICLE VII, Section B.
 - e. **Transfers**, see ARTICLE VII, Section C.
 - f. **Additional Time**, see ARTICLE VII, Section F.
3. When two or more employees have the same date of seniority, the Employer shall determine seniority. For new employees, such determination will be made at the conclusion of the probationary period. For employees who have already passed the probationary period, such determination will be made concurrent with the publication of the seniority list in October. The Union President and/or designee will be present when seniority ties are broken. The employees involved may be present.
 4. The Employer shall provide and distribute to the Union a current seniority list on October 1, annually.

SECTION F. Employee Termination

1. The Employer shall give each employee notice of termination ten (10) working days prior to termination, or pay the employee for ten (10) days work, unless being discharged for cause.
2. Each employee shall give his/her Employer notice ten (10) working days prior to termination. If an employee fails to provide notice of his/her intention to terminate ten (10) working days prior to termination, said employee shall forfeit accrued annual leave up to a maximum of (10) working days as liquidated damages.
3. No employee shall be so penalized if circumstances make the provision of this notice impossible.

SECTION G. Employee Lunches and Breaks

1. Child Nutrition Services employees who are employed regularly for at least two (2) hours daily shall be provided one adult lunch per day at no cost to the employee, provided the employee consumes the lunch during non-working hours. Employee shall comply with FICA Regulations regarding free lunches.
2. An Employee work break of fifteen (15) minutes shall be provided within each four (4) consecutive hour work period. Employees will remain at or around their worksite during work breaks.
3. No employee shall be required to take a lunch break of less than thirty (30) minutes or more than one (1) hour daily, unless previously bid on that basis or unless otherwise negotiated by the District and Union, on a case by case basis. Lunch breaks may be taken off the premises. Head custodians whose lunch is interrupted by work, may take their lunch break later in the shift or be paid, upon notice to the supervisor on the day of the interruption, for the foregone portion of the lunch break.

SECTION H.

Overtime

1. All time in excess of a regular assigned work shift shall be approved by an employee's immediate supervisor and/or foreman. For all employees other than bus drivers, all time worked in excess of eight (8) hours in a given work day or forty (40) hours in a given work week shall be paid at one and one half (1-1/2) times the regular rate of the employee's salary (unless an alternative schedule has been agreed to under Article VI, Section B, Paragraph 2, in which case any time excess of ten (10) hours per day shall be paid at one and one half (1-1/2) times the regular rate of pay of the employee's salary). For bus drivers, all time worked in excess of forty (40) hours in a given work week shall be paid at one and one half (1-1/2) times the regular rate of the employee's salary. Paid holidays and leaves shall be counted as hours worked for the purposes of this section.
2. An employee may opt to request compensatory time off in lieu of overtime compensation. Compensatory time, if granted, may be accrued and must be used within a six (6) month period of time after which it will be cashed out in the next available pay warrant; provided, however, that records shall be maintained and there must be a reasonable expectation that the employee will be provided an opportunity to expend the accrued time. Compensatory time in lieu of overtime as provided in this Article shall be accrued at a rate of one and one-half (1-1/2) hours for each hour worked. No employee may work overtime without prior approval of their supervisor.

SECTION I.

Employee Safety and Health

1. If an on-the-job injury or accident occurs, the procedure is for the employee to contact his/her immediate supervisor and/or foreman as soon as possible for necessary information. All employees of the Bremerton School District are entitled to coverage under the District's worker's compensation plan, in conformance with state law, provided the criteria for such are met. Such compensation may include wages, ambulance costs, medical, dental, eye glasses, therapy, etc.
2. The District shall provide the appropriate vaccine series to all employees identified as having risk of directly contacting blood or other potentially infectious material at work. Each year, the District and the Union shall review and amend, if needed, the list of positions considered to have this risk.
3. The employer will provide a safe and healthy workplace consistent with all federal, state and local laws and regulations.

SECTION J. Technology Department Training

Each year, the District shall include an SEIU-represented employee from the Computer Technology Department on the District's Technology Committee to recommend the amount of funds for the training/professional development of SEIU employees within the Computer Technology Department in the District's budget.

ARTICLE V. EMPLOYER RIGHTS

SECTION A. Reservation of Rights

The Employer, in its own behalf and on behalf of the electors of the District, hereby retains and reserves the right unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Washington, and of the United States, including, but without limiting the generality of the foregoing rights:

1. To the executive management and administrative control of the school system and its properties and facilities of its employees;
2. To determine the qualifications of all applicants and employees;
3. To determine the duties, responsibilities and assignments of its employees;
4. To terminate and/or suspend employees from duty because of reduction of programs and for good and just causes relating to employee job performance.

SECTION B. Limitations of Rights

The exercise of the foregoing powers, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Washington and the Constitution and laws of the United States.

ARTICLE VI. LENGTH OF WORK DAY/WEEK/YEAR

SECTION A. Length of Work Day

The length of the work day for all employees shall be determined by the Employer, except no scheduled work day shall be less than two (2) hours.

1. The normally scheduled work day shall be in consecutive hours except for those positions previously bid on a non-consecutive hourly basis, or as otherwise negotiated on a case by case basis for positions which are not bid on that basis.
2. Part-time employees assigned to work additional hours on a regular basis shall have those additional regularly worked hours added to their regular schedule after thirty (30) consecutive working days.

SECTION B. Length of Work Week

1. The District reserves the right to schedule hours and days of work, but shall give employees ten (10) working days advance notice of any changes, if possible, except as otherwise provided in this Agreement. No regularly scheduled work week shall exceed forty (40) hours. No employee working a five (5) consecutive days, Monday through Friday shift shall be involuntarily transferred to a regular workweek of nonconsecutive days or a regular workweek including Saturday or Sunday. The District may offer for bid, post new positions or vacancies, or voluntarily transfer employees to positions which include nonconsecutive days, or Saturday or Sunday. Excluded from this section is the position of Server Floater.
2. As an exception to the above, employees may, by mutual agreement with their immediate supervisor and the Union, be scheduled for four ten-hour days. Supervisors are encouraged to support requests from employees and to work with the employee to problem solve ways to resolve the request.

SECTION C. Length of Work Year

1. All full-time employees shall be scheduled to work 260 days per year.
2. Bus Drivers (employees hired to operate buses for scheduled runs in the pick up and delivery of students to and from schools), will work the school's student calendar days and Child Nutrition Service employees will work the school's student calendar days except for shifts or portions of a shift when a meal is not served because of an early dismissal or late start.

SECTION D. Holidays

1. The following days shall be considered holidays with pay, in proportion to the number of hours regularly worked for all employees. Employees working less than 260 days a year will not be paid for Independence Day or Labor Day unless scheduled to work or on approved leave the last business day before the holiday and the first business day after the

holiday.

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4 th Friday in November
Christmas Day	December 25
Day after Christmas	December 26
New Year's Eve Day	December 31

2. If an employee is required to work on listed holidays, he/she will be paid double time for the time worked, in addition to the holiday pay.

ARTICLE VII. ASSIGNMENT OF WORK

SECTION A. Vacancies

Vacant positions, as well as substitute or temporary positions lasting longer than sixty (60) calendar days, shall first be offered to employees with the same job description or higher in order of seniority. Upon request, the employee may take up to twenty-four (24) hours to respond after being offered a vacant position. Employees with discipline letters within the last twelve (12) months in their file shall not be eligible for filling vacant positions. All vacancies which remain after this process has been completed shall be filled in the following manner:

- a. All vacancies will be posted in the employee's place of work except for summer postings. During summer months a notice of vacancy shall be sent to each member of the bargaining unit who has submitted a self-addressed stamped envelope to be used for notice during the summer months. A copy of all postings will also be sent to the Union President.
- b. A vacancy will be posted for a period of five (5) working days with job description, expected building, expected work schedule, and hourly rate of pay.
- c. Seniority shall be the determining factor for filling vacancies when qualifications are substantially equal.
- d. If the senior applicants are not named to the vacancy the Employer will provide the employee, upon his/her written request, the rationale for the selection in writing.
- e. Employees must apply to be considered for posted vacancies.
- f. The District will fill vacancies within twenty (20) working days after closing of the posting, unless the posting is withdrawn or the District determines the need to continue to advertise for qualified applicants.
- g. Interviews will be normally administered to all applicant finalists for any posted vacancy.
- h. Within 20 working days of receiving a written request from the union president, the employer shall inform the union president in writing of the status of a posting or position potentially available due to retirement, termination, non-renewal, voluntary quit, assignment or reassignment.

SECTION B. Promotions

1. Employees promoted to a higher paying job description/custodial grade shall be given a trial period of sixty (60) working days. If, in the opinion of the immediate supervisor, his/her work is not satisfactory during this trial period, the employee shall return to his/her former job description/custodial grade. A copy of this opinion must be forwarded to the

local Union President.

2. If, during the trial period, the employee determines that he/she is unsuitable for the job, the employee may request return to his/her former position.
3. An employee who returns to his or her former job description is not precluded from applying for a promotion to a higher paying job description in the future.

SECTION C. Transfers

1. A transfer is an assignment or reassignment to a different building, or job description/custodial grade.
2. A voluntary transfer shall be made when it is in the best interest of the Employer and agreed to by the employee.
3. An involuntary transfer shall be made when it is in the best interest of the Employer. The Employer shall give the employee being transferred five (5) working days written notice before date of involuntary transfer and a copy of such notice shall be sent to the Union President.
4. An employee involuntarily transferred to another job description/custodial grade shall receive, from date of transfer, the hourly rate for the job description/custodial grade, except that no such employee shall be making less than the hourly rate of the job description/custodial grade from which he/she was transferred.
5. If an employee is voluntarily transferred to another job description/custodial grade, or is given additional time in another job description under ARTICLE VII, SECTION E, then ARTICLE VIII, SECTION A and B control the hourly rate of pay.
6. A change in assignment due to a reduction in force under Article XIII is not an involuntary transfer under this section.

SECTION D. Transportation Assignments

1. Regularly-scheduled bus routes shall be offered for bid prior to each school year on a seniority basis.
2. The driver trainer premium on Appendix A shall be paid to regular bus drivers who are certified driver trainers when such persons are providing training as assigned by the Transportation supervisor.

SECTION E. Additional Time

1. Except as otherwise provided in this Agreement, day-to-day additional work outside the regularly assigned shift (including overtime) shall be offered to qualified employees on the basis of seniority within the building, except as otherwise addressed in this Agreement.

During the summer (between school years) additional time expected to last greater than ten (10) days will be offered to qualified employees on the basis of seniority district-wide. Employees who would not be in overtime will be given preference for this work. Except when not practical, the immediate supervisor and/or foreman will notify the employee involved twenty-four (24) hours in advance of this additional work. If all employees offered the additional work decline the opportunity, the supervisor may assign single day work to the least senior qualified employee or hire a qualified temporary employee.

2. The District shall maintain a rotating list for Child Nutrition Service employees who volunteer for catering work outside of regular work hours in order of seniority (District-wide). Employees who would not be in overtime will be given preference for this work.
3. When any Child Nutrition Service kitchen is used for any activity, banquet or special party, at least one Child Nutrition Service department employee from Local 925 shall be on duty while the Child Nutrition Service kitchen is in use; this includes kitchen cleaning time. Use of a school building shall not include the use of the stadium or outside restrooms or other incidental use of the building space.
4. There shall be a minimum of two (2) hours for any call to report to work not consecutive with assigned time.
5. When any district building is used for any non-school sponsored activity, at least one custodial employee from that building shall be on duty while the district building is in use; this includes clean-up time.
6. When any district building is used for district-sponsored activities, a custodian will report to his/her building one-half hour before the end of such activity provided that the employee has received prior approval of his/her supervisor. Use of a district building shall not include the use of the stadium or outside restrooms or other incidental use of the building space.
7. On a school day:
 - a. If a head custodian is absent, the second custodian within the building will first be offered to be temporarily transferred to this position.
 - b. If the second custodian is absent, the most senior custodian in the building will first be offered to be temporarily transferred to this position.
 - c. A substitute may be called for the lowest custodial position in the building.
8. If a daily substitute is called in Child Nutrition Service to replace an employee, that substitute will fill the lowest position with the least hours within the building.
9. Notwithstanding Paragraph 4 above, bus drivers who are offered and accept the opportunity to cover a regularly scheduled run for an absent employee shall be paid at their regular rate of pay for the time actually worked. Eligibility for additional time will be determined based

on accrued time on the driver's assigned time on the log sheets.

SECTION F. Trips for Bus Drivers

1. A trip shall be any activity involving a total of fifteen or more students needing transportation provided by Bremerton School District 100-C. All trips shall be driven by employees hired as bus drivers. If ASB hires a school district bus and driver, those trips also shall be covered by this section. Procedures will be developed and adhered to by the District to monitor the credentials and use of vehicles for transportation of fewer than a total of fifteen students.
2. A trip schedule will be developed, posted and updated by the Employer.
3. The Employer will set up a rotation schedule of assigning drivers to trips.
4. A system for qualifying drivers for trips shall be set up. At no time will a substitute or temporary bus driver be called for trips unless no regular bus driver is willing to drive the trip, and the driver assigned requests to be relieved from such assignment within twenty-four (24) hours of the expected beginning of such assignment.
5. The rotation schedule shall be determined by drawing names of all drivers who wish to drive on trips. First name drawn has preference. The schedule for the next week's trips shall be set as of noon of the preceding Friday. If a trip is canceled by the employer, the affected driver will receive the next available unassigned trip. If a driver chooses to forfeit a trip, they may not participate in the roster for trips in the next week. The forfeited trip will be filled by the next available driver on rotation.
6. No driver shall be given a second trip until all drivers have had an opportunity for a first trip.
7. The District will reimburse drivers on overnight trips for lodging and food expenses, as well as other trip-related costs which were not foreseen by the District.
8. Drivers shall be compensated at the driver's regular rate for all time spent on co-curricular or field trips, unless the driver and the transportation supervisor mutually agree to release a driver from all duties and responsibilities for a portion of the trip.

ARTICLE VIII. SALARY PROVISIONS

SECTION A. Salary Schedule

All employees shall be paid according to the salary schedules attached as Appendix A. For positions with step schedules, to be eligible for a full year's service credit an employee must have worked at least 90 days in a given school year, except that, all continuing employees who worked the 1980-81 school year shall be given a year's service credit for their first year of employment even if they worked less than 90 days.

SECTION B. Persons Assigned To More Than One Position

When an employee works in more than one job description/custodial grade, he/she shall be paid at the appropriate hourly pay rate for the time spent in each job description/custodial grade, as identified in Appendix A.

SECTION C. Persons Who Work In More Than One School

Employees involuntarily required to work in two or more schools will be paid for fifteen (15) minutes travel time between schools, not to include assigned time, provided that no more than one hour of non-assigned time is scheduled between assignments at different schools.

SECTION D. Paydays

Paydays shall be consistent with certificated employee paydays and all warrants shall automatically be deposited into the bank. All employees will be paid in twelve (12) monthly payments.

SECTION E. Overpayment/Underpayment Procedure

The following shall be the procedures for overpayment/underpayment for an employee's salary:

1. If the employee recognizes the error, it is the employee's responsibility to immediately notify the Payroll Office in writing.
2. If the District recognizes the error, the Payroll Office will immediately notify the employee in writing as to the amount of the underpayment/overpayment and the procedures for arranging repayment.
3. If the error is an underpayment, the District will reimburse the employee within two (2) weeks.
4. If the error is an overpayment, the Payroll Office will meet with the employee to arrange a payroll deduction schedule. The Director of Personnel will intervene in any unusual situation at the request of either the employee or the Payroll Office.

SECTION F.

Block Time Payment for Bus Drivers

Service Employees International Union Local #925 and the Bremerton School District No. 100-C agree to the following pay procedures for bus drivers:

1. All benefits shall be calculated and paid based on the employee's assigned block time (as defined below). Wages shall be adjusted each pay period to reflect the actual time worked by the bus drivers as recorded from the Daily Driver's Logs, as summarized in the monthly time sheets. Pooled benefits cannot be adjusted retroactively.
2. Each bus driver shall be assigned a "block time" which corresponds to the employee's regularly scheduled daily hours including driving time and fifteen (15) minutes for each required pre- and post-trip bus checks. Pre-trip bus checks are required the first time a driver drives a specific bus during the work day, and post-trip bus checks are required only after the final run of the work day. Bus checks include warm-ups, sweeping and other similar activities. Block times shall be rounded up to the nearest one-quarter (1/4) hour.
3. Initial block times for routes shall be set by the District according to the times experienced in the prior school year unless a change in the route is made prior to each school year. Block times shall be updated (adjusted upward or downward) by November 1 (to facilitate November pooling) of each school year to reflect actual experience with those routes over the first month and a half of school. Changes will be retroactive to reflect the actual time worked. Subsequent changes in routes or duties that increase or decrease regularly scheduled daily hours by fifteen (15) minutes or more per day shall result in updated block times. Such changes will be retroactive to when the change of routes or duties occurred. A bus driver who believes that the assigned block time for his or her routes does not reflect the actual time required to complete those routes may request in writing that the assigned block time be changed. The Transportation supervisor or designee may elect to ride along with the employee to verify the assigned block time before approving the change. Within ten (10) working days of when block times are assigned or changed, employees shall be provided an estimate of the monthly or annual wages corresponding to such block time.
4. Each bus driver shall complete and turn in Daily Driver's Logs which record the actual hours worked by the employee each day, including driving time, all required pre- and post-trip bus checks, bus washing, phone calls to parents, updating route cards, preparing discipline reports, district directed meetings, parent conferences, or any and all additional assigned work. Bus drivers shall record and be paid actual time worked each day to the nearest five (5) minutes. Monthly time shall be calculated and rounded up to the nearest (1/4) hour.
5. This section is not intended to alter the manner in which employees select routes by seniority bid at the beginning of the year. Drivers who lose time due to a downward adjustment in block time of thirty (30) minutes or more may select the route of a less senior driver with more time.

ARTICLE IX. EMPLOYMENT EVALUATION

SECTION A. Performance Evaluations

1. The evaluation process is intended to contribute to the professional development of all bargaining unit staff members and is not designed for the purpose of disciplining or reprimanding bargaining unit members.
2. Probationary employees shall be evaluated by their immediate supervisor two (2) times within the probationary period utilizing the appropriate evaluation form found in the Appendix of this agreement on or before thirty (30) and seventy (70) working days. During the first seventy (70) working days of the probationary period, such employees shall not be subject to the grievance procedure provisions of this Agreement. Employees shall be without recourse for termination during the probationary period.
3. All employees who have completed their probationary period will be evaluated in writing by June 1 of each year by their immediate supervisor. The immediate supervisor shall use the appropriate evaluation form found in the Appendix of this Agreement and shall discuss the evaluation with the employee in a conference. The employee, if he/she wishes, shall have the right to disagree in writing with the supervisor's evaluation.
4. The employee's evaluation and disagreement (if there is one) will become a part of his/her personnel file.
5. All employees shall be evaluated by the Supervisor of their respective divisions. Supervisors may seek input from persons within the bargaining unit, provided that all evaluation ratings and comments must reflect the independent judgment of the Supervisor.

ARTICLE X. INSURANCE BENEFITS

SECTION A. Medical/Salary Insurance

1. The Employer shall provide the state-funded amounts per month per F.T.E. toward the cost of a mutually agreed insurance package. F.T.E. shall be based on 1440 hours, if funding is continued on that basis for the District. Employees regularly scheduled to work less than 1440 hours per school year shall have this amount prorated on their regularly scheduled hours and paid on an annualized basis, provided that, no employee regularly scheduled to work less than four (4) hours per day shall be eligible for insurance benefits.
2. The District shall not deduct the first \$45.50 per FTE per month of the state Health Care Authority (HCA) carve-out from the monthly state-funded amount for insurance identified in paragraph 1 above. One-half of any increases in the HCA carve-out above \$45.50 per FTE per month shall be deducted from the monthly state-funded amount for insurance. The other half of such increases shall be paid by the District from other funds.
3. If an employee resigns, is terminated or laid-off, or is on leave without pay (under ARTICLE XI, SECTIONS E-1 or E-3), the Employer insurance contribution shall end in the last month worked.
4. Participation in insurance coverage is subject to the conditions of the insurance carrier.
5. The District shall provide personal liability coverage for employees covered by this agreement, related to their contact with students and the public while performing their job description duties.
6. Employees may enroll in one option or a combination of options. The insurance package cost in excess of the District's monthly contribution will be deducted by the District from the employee's monthly salary.
7. The District shall allocate any unused state-funded insurance monies on a pooled-basis. Pooled monies shall be distributed on a dollar-for-dollar basis per employee for unpaid premiums as required by State law. This pool will be calculated in September, October, November, January and April.
8. For inclusion in insurance coverage during leaves, see ARTICLE XI, SECTION F. For insurance coverage during layoff, see ARTICLE XIII, SECTION E.

SECTION B. Personal Property Loss

1. In the event of damage to an employee's vehicle in an authorized parking area and/or while the employee is performing assigned duties, the Employer shall pay the deductible amount of the employee's insurance policy or two hundred and fifty dollars (\$250.00) whichever is less.

2. For personal property (excluding personal effects, wallets, purses, etc.) which is damaged or stolen on school property and/or while employee is performing assigned duties, the Employer shall pay one hundred dollars (\$100.00). Personal property shall be registered with the Business Office. Claimant will certify that the claim is valid and that the necessary repairs will be made or that replacement will be made with a similar item.

ARTICLE XI. LEAVES

SECTION A. Application for Leave

1. For any leave which is not pre-approved, the employee shall notify the supervisor as soon as possible and shall complete application for leave within three (3) working days of returning to the job.
2. Any denial of special or emergency leave can be appealed to the Director of Personnel.

SECTION B. Annual Leave

1. Annual leave shall be paid employees at their daily pay-rate for regularly paid scheduled hours. All year-round (260 work days per year) employees earn annual leave according to the following formula:

1-4 years (inclusive)	10 days
5-9 years (inclusive)	15 days
10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14-19 years (inclusive)	20 days
20 years	24 days

2. 260 day employees may allow annual leave to accumulate from year to year; however, no more than thirty (30) days may be carried over from one employment year to the next.
3. Upon resigning or retiring or other employment termination, employees will be paid their annual leave at their current rate of pay.
4. The leave year is determined by the school year, September 1 to August 31. To be eligible for a full year's service credit, an employee must have worked at least 90 days in a given school year, except that, all continuing employees who worked the 1980-81 school year, shall be given a full year's service credit for their first year of employment even if they worked less than 90 days.
5. All 260-day employees may take annual leave at times approved by their immediate Supervisor, except that no custodian may take vacation during the first five (5) working days after the school year is over or the first five (5) working days before the school year begins, and no more than two custodial employees may schedule vacation on the same school day.
6. If it is an administrative decision that a building be closed for unforeseen conditions, a twelve-month employee shall not be required to take annual leave nor be penalized in any way if the employee reports to work.

7. Requests for annual leave will be submitted in writing to the immediate supervisor a minimum of 48 hours in advance of the requested leave date. No request for annual leave during authorized leave times will be unreasonably denied.
8. Annual leave will be granted after three (3) months of employment. Annual leave shall be earned from the beginning date of employment.
9. Annual leave may be used for days when the District decides to close school because of snow or other emergency condition.
10. Employees scheduled to work 260 days per year, shall be given one additional day off under the same conditions as annual leave in calendar years with 261 work days, and shall be given two additional days off under the same conditions as annual leave in calendar years with 262 work days.

SECTION C. Sick Leave

1. One day of sick leave shall be earned for each month of paid work (e.g., 10 days for 10-month employees, 12 days for 12-month employees). For additional time worked during the summer (between school years), a "month of paid work" shall be defined as any calendar month an employee works a minimum of fifteen (15) days. Employees who are employed for additional time during the summer outside of their regular department (as defined in Article I Section A) will not use sick leave earned in another department, but may use the one or two days earned during the summer in that department. Employees who work additional time during the summer (between school years) in their own departments will be able to use any of their sick leave.
2. After five (5) consecutive days of personal illness, a doctor's or a practicing practitioner's written verification may be required within ten (10) working days by the Employer after the employee has returned to work.
3. Sick leave will be granted only for the employee's personal illness, medical, optical, or dental visits that cannot reasonably be scheduled outside working hours. Additionally, sick leave may be used to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision, or for a spouse, parent, parent-in-law or grandparent who has a serious health condition or emergency condition in accordance with state law.
4. Sick leave buyout shall be provided by Board policy as allowed by law.
5. The District may request a doctor's verification of an employee's ability or inability to work at any time a pattern of conduct, that over a significant period, indicates the need for such medical assessment or a pattern of absenteeism (such as a pattern of repetitive Friday absences) over a period of two months. If a specific medical professional is chosen by the District, the cost of such assessment shall be paid by the District.
6. The Employer shall implement a leave sharing program on a case-by-case basis (not

pooled leave) in accordance with applicable state law and regulations. Each day transferred shall be valued on an hour-for-hour basis.

7. Two days of sick leave may be used for emergency purposes. The problem must be suddenly precipitated, must be of such a nature that pre-planning is not possible, or where pre-planning cannot relieve the necessity for the absence. The problem cannot be of minor importance or of mere convenience, but most serious.
8. Family Medical Leave will be administered in accordance with State and Federal Laws, including up to 12 weeks of leave for a serious health condition for a parent, spouse or child's serious health condition, or for parental leave.

SECTION D. Special Leave

1. Separate from an employee's personal sick leave, five (5) paid working days, in one contract year, of special leave for the serious health condition or death of a spouse, child, grandchild, parent, parent-in-law, sibling, maternal and/or paternal grandparents and any person living in the immediate household. This is not to be cumulative. A doctor's verification of illness may be required for such leave.
2. As an exception to the above, special leave shall be allowed only for death of mother-in-law, father-in-law, daughter-in-law, son-in-law.
3. "Serious health condition" shall be interpreted in a manner consistent with the Federal Family and Medical Leave Act. See Appendix H.

SECTION E. Civic Duty Leave

The District shall grant leaves to employees for the days they are required to serve on a jury. Any compensation (not mileage) received by an employee for jury duty performed on a work day is to be reimbursed to the District. The District shall grant a maximum of two (2) days leave (witness fees to be reimbursed to the District) to an employee subpoenaed as a witness in a court or other legal proceedings; provided that a leave with pay shall not be granted to an employee for a case brought or supported by an employee or union, or for a case in which the employee has a direct or indirect financial interest in the proceedings.

SECTION F. Leave of Absence Without Pay

1. General Provisions

- a. Upon request of an employee who will have completed three (3) years of satisfactory service by the conclusion of the current school year, the Board may approve a leave of absence without pay up to a full year. The best interests of the District shall be the principal criterion for the approval of such leave.

- b. Untimely application for leave of absence shall be adequate reason for refusal, but the application by February 1, for leave to begin in July shall not be considered untimely.
 - c. No sick leave benefits, annual leave benefits, seniority (after thirty {30} days of leave of absence without pay), or insurance benefits, shall be earned during leave of absence, but benefits previously earned shall not be reduced or forfeited.
 - d. The request for unpaid leave shall state the number of days requested for such leave. Notice of intent to return shall be given to the Superintendent in writing on or before the employee's thirtieth (30th) working day before the employee wishes to return.
 - e. Employees on leave may continue insurance coverage by mailing their payments to the insurance carrier, if authorized by the carrier.
2. **Leave Without Pay** - During the current school year absences other than those described above will not be allowed with pay. In the event of leave without pay, a full deduction will be made for time not worked. Such leave will not be granted to exceed thirty (30) working days. A request for unpaid leave of absence shall state the exact number of working days requested for such leave. Such requests shall be made to the Director of Personnel.
 3. **Sick Leave of Absence Without Pay** - When a regular employee has used up all his/her accumulated sick leave and is ill and requires a period of recuperation, the Employer shall grant a leave of absence without pay for the recuperation period, provided that, the employee presents a doctor's statement stating that the recuperation period is required. Such leave shall not continue beyond the school year. The request for such leave shall state the number of days requested. Notice of intent to return shall be given to the Superintendent in writing on or before the thirtieth (30th) working day before the employee wishes to return.

SECTION G. Disability/Adoption/Military

1. Disability Leave (Including Maternity)

An Employee requesting disability leave shall give written notice to the Employer at least two (2) weeks prior to commencement of said leave, if possible. The written request for disability leave should include a statement as to the expected date of return to employment, and advance notice of the actual date of return to employment shall be given as soon as possible. Sick leave shall be granted for disability leave. In the event sick leave is exhausted, then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of disability, provided that such leave not continue beyond the duration of the current year unless authorized in advance by the Director of Personnel. Disability leave usage may require a doctor's verification.

2. Adoption Leave

An employee receiving a child through legal adoption may request paid leave and shall be granted no more than four (4) days. In addition, employees may use up to ten (10) working days to be deducted from sick leave. Such leave may be used for:

- a. Travel to obtain child
- b. Required observation with child
- c. Court and legal procedures to finalize adoption.

3. Military Leave

- a. Military leave shall be granted as required by law.
- b. It shall be the policy of the District to reinstate an employee immediately upon his/her return from military service if it is his/her desire and a vacancy he/she is qualified to fill exists.

SECTION H. Personal Leave

1. Each non-probationary employee shall be entitled to one personal leave day each school year without a deduction from salary. Such day must be scheduled in at least half-day increments. (If the employee's work day is less than four (4) hours, the personal leave must be taken in whole day increments.) Transportation employees, in excess of four hours of assigned work for that day, may schedule a personal day in increments equal to one day over any two separate days. The employee shall schedule the personal leave absence with the employee's supervisor as far in advance as possible. Requests for personal leave will be processed in order of receipt of requests, and, for positions which normally have substitutes when the employee is on leave, may be denied if a substitute is not available. When notification is less than 24 hours in advance of absence, and in the event that a half-day sub is not available, a full day's personal leave must be taken.
2. The personal leave may not be scheduled to be taken during the first ten (10) days of the student school calendar nor during the last five (5) days of the student school calendar. The personal leave may not be used to extend the Thanksgiving, Winter, or Spring Breaks, or a three-day weekend. In special circumstances, exceptions to the three-day weekend rule and the beginning and end of school year rule may be granted by the supervisor with right to appeal to the Director of Personnel. Departmental procedures will set the number of people who can use personal leave at one time. No personal leave shall be available to any employee during any work stoppage or strike by any group of employees against the District. Unused personal leave days shall not accrue from year to year.

ARTICLE XII. TERMINATION OF EMPLOYMENT

SECTION A. Discharge for Good and Just Causes

1. The Employer may discipline, suspend or discharge any employee for just cause and shall comply with the principles of progressive discipline. The principles of “just cause” are explained in Appendix B. Employees are also entitled to Weingarten and Loudermill rights as explained in Appendices C and D, respectively.
2. Warning notices or letters of reprimand shall remain effective for a period of twenty-four (24) months, after which time such notices shall be removed from the personnel file, unless the document relates to one of the causes listed in paragraph 3, subsection a through d below. A copy of such notices shall be forwarded to the Union President. No letter of discipline/reprimand shall be put into an employee’s file without the knowledge of the employee, as verified by an employee signature. An employee may draft a reply to the charges, a copy of which shall be attached to the notice in the personnel file.
3. No prior warning notices shall be necessary if the cause for the recommended discharge or suspension is:
 - a. Confirmed theft of school property;
 - b. Confirmed use of alcohol, illegal drugs, or controlled substances (as required by state or federal law) affecting the performance of duties;
 - c. Confirmed immoral conduct which would generally be considered detrimental to the moral or physical well-being of students;
 - d. Confirmed abuse of a student, employee or citizen;
 - e. Such other matters as would be approved by an arbitrator.

ARTICLE XIII. REDUCTION IN FORCE

SECTION A. Notification to Union

When it is determined by the District that a reduction in force is to take place, the District shall notify the President of the Union in writing at least ten (10) working days prior to RIF notice to employees. The District will provide seniority lists for all categories/classifications to the Union. The Director of Personnel will review with the Union President the procedures followed in determining the "RIF'd" employees prior to employee notifications.

SECTION B. Categories of Positions

The following categories of positions shall be recognized for the purpose of layoff, recall and replacement of displaced employees:

Category 1	Transportation
Category 2	Maintenance
Category 3	Child Nutrition Services
Category 4	Custodial Services
Category 5	Campus Security
Category 6	Print Shop
Category 7	Warehouse
Category 8	Computer Technology Services

SECTION C. Definitions

For the purpose of this Agreement, the following definitions will be used:

1. **Displaced Employee** - An employee who has been displaced from his/her permanent job classification but continues to work for the Employer in another job classification.
2. **Laid-Off Employee** - An employee who is laid off without pay, but continues to accumulate seniority under this Agreement.
3. **Rehiring** - No one outside of the bargaining unit will be hired for a position unless no one in the bargaining unit is qualified to do the job or all qualified employees of the bargaining unit refuse the job.

SECTION D. Notice of Layoff

The Employer will give affected employees fifteen (15) working days written notice before date of layoff.

SECTION E. Seniority Procedure Steps

1. An employee subject to layoff in a category may displace a less senior employee in the same or lower paying job description/custodial grade within that category provided he/she has the seniority to do so and meets the qualifications of the job.
2. In the event the above procedure does not result in placement of the employee subject to layoff, he/she may displace a less senior employee in any category provided he/she meets the qualifications of the job.
3. Employees shall accumulate seniority while on layoff, up to a maximum of one year.
4. Laid-off employees may continue insurance coverage by mailing their payment to the insurance carrier, if authorized by the carrier.

SECTION F. Recall Procedure

1. **Displaced Employees** - When an opening occurs in a job description/custodial grade, displaced employees from that category within the bargaining unit will first be offered reinstatement to their previous jobs in order of seniority.
2. **Laid-Off Employees** - Should the Employer be unable to fill the opening in this manner, employees on layoff from that category will be offered recall in order of seniority.
3. Should the employer be unable to fill the opening in the above manner, employees on layoff from other categories will be offered recall in accordance with ARTICLE VII, SECTION A.
4. If the Employer is unable to fill the opening in the above manner, it may hire applicants from outside the bargaining unit.
5. Employees on the recall list, when recalled to work, shall be given five (5) days advance notice in which to report for work, such notice shall be by certified mail. When the employee receives notice of recall, he/she must notify the Employer on or before 3:00 p.m. of the second working day following the receipt of such notice of his/her intention of accepting or rejecting recall or he/she will be terminated. Notice by mail shall be completed by deposit of the notice in the United States Post Office. Certified Mail - Return Receipt Requested - directed to the employee at his/her address shown on the Employer records.
6. Laid-off employees must accept recall, regardless of shift, to their previous job description/custodial grade or be terminated. If an employee on layoff rejects the recall to a lower paying job description/custodial grade, he/she will not be called again for a lower paying job description/custodial grade unless he/she notifies the Employer in writing. Employee recall rights will continue for twelve (12) months.

7. If an employee fails to report within five (5) working days after proper notice, without giving a reason acceptable to the Employer for not reporting, he/she will be terminated.
8. In instances in which employees cannot return to work within the required time limit, the next eligible employee may be recalled and may be permitted to work until the senior employee returns. The next eligible employee may reject the temporary recall without losing his/her seniority on the recall list.
9. Employees shall notify the Employer of their proper post office address or change of address. The Employer shall be entitled to rely upon the address shown upon its records.
10. Employees accepting recall will be paid the regular rate, plus any applicable steps for longevity, for the job to which they are recalled. Laid off employees accepting temporary positions under this section will also be paid their regular rate, plus any applicable steps for longevity.

ARTICLE XIV. GRIEVANCE PROCEDURE AND ARBITRATION

SECTION A. Definition of a Grievance

1. A grievance is defined as an alleged violation of a specific article or section of this Agreement.
2. In the event an incident occurs which does not fall under the terms of this Agreement and the Employer or an employee, or the Union feels it is a grievable matter, the Employer shall meet with the Union to discuss the incident, determine possible solution and/or determine grievability.

SECTION B. Procedures for Filing an Informal Grievance

1. A grievance shall be filed in writing with the immediate supervisor within ten (10) working days of the occurrence of the alleged violation or within ten (10) working days of when an employee should reasonably have known of the occurrence of the alleged violation. A meeting to discuss the grievance shall be held at a mutually agreeable time within five (5) working days upon request of the employee or the immediate supervisor. (Refer to Appendix F for informal grievance form.) A Union representative shall be allowed to participate in the meeting.
2. The immediate supervisor must give a written answer to the employee within five (5) working days after the filing of the grievance or the informal grievance meeting, whichever is later.
3. The Union and Employer anticipate that most grievances will be settled at this level. If the grievance is not resolved informally, the aggrieved has five (5) working days from the date he/she receives the immediate supervisor's written answer to file a formal grievance.

SECTION C. Procedures for Filing a Formal Grievance

1. If the informal grievance is not resolved, the Union shall present the Formal Grievance Review Form (refer to Appendix G) to the Superintendent or his/her designee.
2. A meeting to discuss the grievance shall be held at a mutually agreeable time within ten (10) working days upon request of either the Union or the Superintendent or his/her designee. Within ten (10) working days after receipt of the Formal Grievance Review Form, or the grievance meeting held at this step, whichever is later, the Superintendent, or his/her designee, shall review the grievance and shall provide in writing a ruling regarding the grievance to the Union.
3. If the grievance is not resolved, the Union may, within ten (10) working days after receipt of the Superintendent's ruling, request arbitration. The parties shall attempt to select a mutually acceptable arbitrator. If the parties cannot voluntarily agree on an arbitrator within ten (10) working days they shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and arrive at a choice within ten (10) working days after

receipt of said list by alternately striking names until only one remains. That person shall then be the arbitrator to hear the issues. The cost of arbitration shall be shared equally by the Union and the Employer. The powers of the arbitrator are limited to making a decision in regard to alleged violation of the articles and sections as cited in the Formal Grievance Review Form. The findings of the arbitrator are binding.

4. Neither party may amend the issues presented in prior steps of the grievance process after requesting arbitration.
5. Time limits must be met unless it is mutually agreed upon in writing to extend the time limits for a predetermined number of working days, not to exceed fifteen (15) working days per extension.

SECTION D. Powers of the Arbitrator

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary structures or change any salary.
3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to reemploy, any probationary employee.
 - b. Any claim or complaint for which there is another remedial procedure or course established by State/Federal law or by regulation having the force of State/Federal law.
 - c. Any matter involving employee evaluation.

SECTION E. Mediation

At any time, the Union or the District may request formal mediation of the grievance. If one party requests mediation, the other party shall respond within five (5) working days.

1. The District and the Union must mutually agree to submit a grievance to mediation.
2. Within five (5) working days following the agreement of the District and the Union to mediate the grievance, the parties shall mutually select a third-party mediator. Mediation conferences will take place at a mutually convenient location and time.
3. The presentation of facts and considerations shall not be limited to those presented at the prior steps of the grievance procedure. Proceedings before the mediator shall be informal in nature.
4. The fees and expenses of the mediator shall be shared equally by the parties.
5. If the grievance is not resolved, the parties are free to move the grievance to the next step

within fifteen (15) working days following mediation.

ARTICLE XV. RECOGNITION OF DISTRICT AFFIRMATIVE ACTION POLICY

SECTION A. Non-Discrimination

1. There shall be no unlawful discipline or discrimination during the employment of any person because of such person's age, sex, marital status, race, creed, color, national origin, domicile, political activity or lack thereof, or the presence of any sensory or physical handicap.
2. The private and personal life of an employee is not within the purview of this Agreement except when said private and personal life affect the employee's job performance, or when the employee commits acts of sexual or physical misconduct or other criminal acts. The parties agree to comply with State/Federal anti-discrimination laws.

ARTICLE XVI. ENTIRE AGREEMENT CLAUSE

All rights, duties, and functions of management not specifically limited by this Agreement shall remain within the authority of management provided that any substantial change in terms and conditions of employment shall be negotiated with the Union pursuant to RCW 41.56.

ARTICLE XVII. DURATION AND SEPARABILITY

SECTION A. Duration

1. The terms of this Agreement shall be from September 1, 2005 through August 31, 2008.
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 B. Separability

1. This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.
2. Either party shall reopen this Agreement by written notice to the other party sixty (60) days prior to the contract anniversary date.
3. During the course of this Agreement, the Base wage rates specified in Appendix A for the previous year shall be improved by the I-732 COLA, but not less than 1%, in the month it becomes effective.

SECTION C. Conformity to Law

1. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.
2. Neither party shall be compelled to comply to any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto.
 - a. In the event either of the two (2) previous paragraphs is determined to apply to any provision of this Agreement, such provision shall be renegotiated.

**APPENDIX A - SEIU SALARY SCHEDULE
2005-2006**

	<u>Entry Level</u>	<u>2-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20+</u>
Campus Security	<i>Base</i>	<i>111.1%</i>	<i>113.2%</i>	<i>114.4%</i>	<i>115.2%</i>	<i>116.9%</i>
Campus Security	\$12.50	\$13.87	\$14.16	\$14.30	\$14.40	\$14.61
Temporary/Substitute Campus Security (90%)	\$11.25					
Child Nutrition Services						
Kitchen Manager	\$14.60	\$16.22	\$16.51	\$16.69	\$16.80	\$17.06
Unit Manager	\$13.20	\$14.67	\$14.94	\$15.09	\$15.19	\$15.43
Baker/Cook/Head Server	\$12.01	\$13.34	\$13.58	\$13.72	\$13.81	\$14.03
Delivery Driver	\$11.98	\$13.31	\$13.55	\$13.69	\$13.78	\$13.98
Salad Maker	\$11.54	\$12.81	\$13.06	\$13.21	\$13.31	\$13.49
Assistant Baker/Cook	\$11.05	\$12.27	\$12.50	\$12.63	\$12.71	\$12.90
Assistant Salad Maker	\$10.64	\$11.82	\$12.06	\$12.18	\$12.26	\$12.45
Secondary Food Preparer/Fry Cook	\$9.98	\$11.09	\$11.30	\$11.41	\$11.50	\$11.66
Server/Server Floater*	\$9.43	\$10.46	\$10.65	\$10.75	\$10.84	\$11.01
Banquet	\$10.37					
Temporary/Substitute Food Service	\$8.66					
Temporary/Substitute Delivery Driver	\$8.66					

*15-hour minimum per week

\$200 bonus for SNA Certified Food Service employees, payable at the end of the year

\$.25/hour premium for nutrition education work

	<u>Entry Level</u>	<u>Regular</u>
Custodial Services	<i>Base</i>	<i>111.1%</i>
Grade I, Custodians in all buildings; in charge of boilers, less than 21 rooms	\$12.43	\$13.77
Grade II, Head Custodians, 16 rooms or less	\$12.93	\$14.34
Grade III, Head Custodians, 17 to 24 rooms	\$13.19	\$14.63

Grade IV, Head Custodians, 25 to 36 rooms	\$13.45	\$14.93
Second Custodians, 56 to 74 rooms		
Grade V, Head Custodians, 37 to 55 rooms	\$13.69	\$15.18
Second Custodians, 75 rooms or more		
Grade VI, Head Custodians, 56 to 74 rooms	\$14.19	\$15.74
Grade VII, Head Custodians, 75 rooms or more	\$14.49	\$16.08
Temporary/Substitute Custodian (90%)	\$11.19	

All shifts beginning between 11:00 a.m. and 4:59 p.m. will be paid an additional \$.17 per hour for the entire shift.

All shifts beginning between 5:00 p.m. and 7:59 p.m. will be paid an additional \$.31 per hour for the entire shift.

All shifts beginning between 8:00 p.m. and 12:59 a.m. will be paid an additional \$.48 per hour for the entire shift.

All shifts beginning between 1:00 a.m. and 4:59 a.m. will be paid an additional \$.31 per hour for the entire shift.

	<u>Entry Level</u>	<u>Regular</u>
Maintenance	<i>Base</i>	<i>111.1%</i>
Foreman	\$20.39	\$22.56
Electrician; Plumber; HVAC Computer Technician	\$19.11	\$21.24
Maintenance Technician (includes Carpenter; HVAC; Locksmith; Mechanic/Millwright; Painter)	\$18.58	\$20.64
Lead Groundskeeper	\$16.23	\$17.97
Groundskeeper; Small Engine Repair	\$15.64	\$17.37
Helper (Maintenance, Athletic Field, Grounds)	\$12.73	\$14.07
Temporary/Substitute General Helper (90%)	\$11.46	

Stage Technicians	<u>Entry Level</u>	<u>2-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20+</u>
	<i>Base</i>	<i>111.1%</i>	<i>113.2%</i>	<i>114.4%</i>	<i>115.2%</i>	<i>116.9%</i>
Stage Technician (180 days)	\$17.39	\$19.32	\$19.69	\$19.89	\$20.03	\$20.33

	<u>Entry Level</u>	<u>Regular</u>
	<i>Base</i>	<i>111.1%</i>
Stage Technician (260 days)	\$16.74	\$18.61
Temporary/Substitute Stage Technician (90%)	\$15.07	

	<u>Entry Level</u>	<u>2-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20+</u>
Print Shop	<i>Base</i>	<i>111.1%</i>	<i>113.2%</i>	<i>114.4%</i>	<i>115.2%</i>	<i>116.9%</i>
Print Room Technician	\$13.54	\$15.04	\$15.33	\$15.48	\$15.59	\$15.83
Mail Carrier; Print Room Assistant	\$11.99	\$13.32	\$13.56	\$13.70	\$13.79	\$14.00
Temporary/Substitute Mail Carrier/Print Shop (90%)	\$10.79					

	<u>Entry Level</u>	<u>Regular</u>
Computer Technology	Base	<i>111.1%</i>
Network Manager	\$20.91	\$23.17
Network Specialist	\$19.97	\$22.13
Lead Computer Technician	\$19.67	\$21.79
Computer Technician	\$18.22	\$20.18

	<u>Entry Level</u>	<u>2-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20+</u>
Transportation (180 days)	Base	<i>111.1%</i>	<i>113.2%</i>	<i>114.4%</i>	<i>115.2%</i>	<i>116.9%</i>
Dispatcher/Driver Trainer	\$18.30	\$20.33	\$20.70	\$20.93	\$21.07	\$21.39

Regular Driver	\$14.55	\$16.14	\$16.43	\$16.61	\$16.71	\$16.96
Temporary/Substitute Bus Driver (90%) \$0.25/hour premium for a regular driver who has a trainee riding along	\$13.10					

	<u>Entry Level</u>	<u>Regular</u>
Transportation (260 days)		
	Base	<i>111.1%</i>
Mechanic/Coordinator	\$14.97	\$16.63

	<u>Entry Level</u>	<u>Regular</u>
Warehouse		
	Base	111.1%
Lead Warehousekeeper	\$16.79	\$18.66
Warehousekeeper; Heavy Truck Driver	\$15.63	\$17.37
Temporary/Substitute Warehousekeeper (90%)	\$14.07	

Future Increases:

Salaries will be increased by State COLA each year. In the third year, increase will be State COLA or 1.5%, whichever is higher. Categories listed below will be adjusted by COLA and negotiated increases:

	<u>2006-2007</u>	<u>2007-2008</u>
Bus Drivers	\$0.15	\$0.05
Head Custodians	0.15	0.15
Custodians	0.40	0.30
Food Servers	0.30	0.30
Computer Techs	0.10	0.05
Lead Grounds	0.60	0.50
General Helpers	0.15	0.15

Foreman

0.25

0.10

APPENDIX B

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” (mentioned in Article XII, Section A) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the employer?

APPENDIX C

WHAT IS THE “WEINGARTEN RIGHT”?

The “Weingarten right” (mentioned in Article XII, Section A) requires that an employee be given the opportunity to have union representation at an employer’s investigatory interview pertaining to the discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able union representative at an investigatory interview may assist the employer in obtaining facts, and may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes the following principles:

1. The employee must request union representation.
2. Rescheduling a meeting to permit a union representative to be present may be appropriate, but the unavailability of a union representative may not unreasonably delay the investigation.
3. The right applies to situations where the employee reasonably believes the investigation will result in disciplinary action. This right does not pertain to “run-of-the-mill-shop-floor conversations” including but not limited to giving instructions, training or needed correction of work techniques.
4. The union representative’s role is to assist the employee, not to disrupt or obstruct the interview. The representative’s role may include clarifying facts or suggesting other employees with relevant knowledge.
5. If an employee requests union representation, the employer may decide to continue the investigation without interviewing the employee. The employer is not required to justify this decision.

These duties and responsibilities are printed here for the education of employees and supervisors, and not as a limitation on the rights of the parties in any particular case.

APPENDIX D

WHAT IS THE “LOUDERMILL RIGHT”?

The “Loudermill right” (mentioned in Article XII, Section A) is a constitutional right to fundamental fairness in proceedings relating to the discharge of public employees. The Loudermill right requires that public employee who have a property interest in continued employment be afforded the following elements of due process prior to a termination decision:

1. A clear and actual notice of the reasons for termination in sufficient detail to enable the employee to present evidence relating to them.
2. Notice of the evidence supporting the allegations against the employee and the specific nature and factual basis for the charges.
3. A reasonable time and opportunity to present evidence in the employee’s own defense.
4. A formal or informal hearing before an impartial decisionmaker.

The pre-termination hearing need not definitively resolve the propriety of the discharge. It should be an initial check against mistaken decisions—essentially, a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action.

This information is provided for the education of employees and supervisors and is not a limitation on the rights of the parties in any particular case.

4.	INITIATIVE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Displays self motivation to achieve job expectations; displays problem-solving and creative-thinking skills.					

COMMENTS: _____

5.	QUALITY OF WORK	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Work meets standards of quality expected of the job; checks own work.					

COMMENTS: _____

6.	COMMUNICATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates effective communication skills (listening as well as speaking); maintains confidentiality; maintains calm composure.					

COMMENTS: _____

7.	HUMAN RELATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates skills in meeting the public and works collaboratively with others. (Where appropriate, effectively delegates and monitors work of others).					

COMMENTS: _____

8.	DEPENDABILITY	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
	Remains on task; cares for property and carries out instructions.			

COMMENTS: _____

9.	ATTENDANCE	Rarely Absent	Acceptable Attendance	Frequently Absent	Undependable
	Adheres to assigned days.				

COMMENTS: _____

10.	PUNCTUALITY	Never Late	Rarely Late	Occasionally Late	Frequently Late	Undependable
	Adheres to assigned hours of work.					

COMMENTS: _____

11.	DRESS AND GROOMING	YES	NO
	Appropriate to work assignment and to school setting. Geared for safety.		

COMMENTS: _____

ADDITIONAL COMMENTS OF EVALUATOR: _____

Date

Signature of Evaluator

EMPLOYEES COMMENTS: _____

Date

Signature of Employee

The signature above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed it with the evaluator.

Original to Personnel Office
Copy for Employer
Copy for Employee

PERFORMANCE EVALUATION FOR
CAMPUS SECURITY PERSONNEL

Name	School/Department	Date of Report	Title
Name of Evaluator	Principal/Supervisor	Evaluation type Probation Annual	Observe Daily Frequently Seldom

DIRECTIONS: Complete the evaluation after consultation with each person who supervises the employee. Check the appropriate rating for each category. Wherever an employee is rated as *Needs Improvement* or *Unsatisfactory*, "Comments" section **must** be completed. Make copy for the working file and for the employee; forward original to Employee Relations and Personnel.

1.	JOB KNOWLEDGE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates an understanding of procedures for school security and safety.					
	Displays working knowledge of policies and procedures regarding campus safety.					

COMMENTS: _____

2.	JOB PERFORMANCE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Helps maintain orderly campus and grounds in calm, efficient manner.					

COMMENTS: _____

3.	QUALITY OF WORK	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Is a careful, courteous worker.					
	Strives to anticipate and ward off problems before they become crises.					
	Takes the initiative to assure a safe, calm school environment for students.					

COMMENTS: _____

4.	COMMUNICATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates effective communication skills (listening as well as speaking); maintains confidentiality; maintains calm composure.					

COMMENTS: _____

5.	WORK ATTITUDE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Communicates positively with supervisors, parents, other employees, students, and visitors.					
	Displays flexibility, adaptability, and a teamwork approach.					
	Is willing to assist in an emergency.					

COMMENTS: _____

6.	HUMAN RELATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates skills in meeting the public and working collaboratively with others.					
	Treats all students fairly; demonstrates a genuine interest in students.					
	Recognizes and respects student differences.					

COMMENTS: _____

7.	INITIATIVE and JUDGMENT	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Displays self-motivation to achieve job expectations; displays problem-solving and creative-thinking skills. Displays sound judgment.					

COMMENTS: _____

8.	DEPENDABILITY	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
	Remains on task; cares for property and carries out instructions.			

COMMENTS: _____

9.	ATTENDANCE	Rarely Absent	Acceptable Attendance	Frequently Absent	Undependable
	Adheres to assigned days.				

COMMENTS: _____

10.	PUNCTUALITY	Never Late	Rarely Late	Occasionally Late	Frequently Late	Undependable
	Adheres to assigned hours of work.					

COMMENTS: _____

11.	DRESS AND GROOMING	YES	NO
	Appropriate to work assignment and school setting. Geared for safety.		

COMMENTS: _____

ADDITIONAL COMMENTS OF EVALUATOR: _____

 Date Signature of Evaluator

EMPLOYEE[S] COMMENTS: _____

 Date Signature of Employee

The signature above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed it with the evaluator.

Original to Personnel Office
 Copy to Employer
 Copy to Employee

PERFORMANCE EVALUATION FOR
CHILD NUTRITION SERVICES PERSONNEL

Name	School/Department	Date of Report	Title
Name of Evaluator	Supervisor	Evaluation type Probation Annual	Observe Daily Frequently Seldom

DIRECTIONS: Complete the evaluation after consultation with each person who supervises the employee. Check the appropriate rating for each category. Wherever an employee is rated as *Needs Improvement* or *Unsatisfactory*, "Comments" section **must** be completed. Make copy for the working file and for the employee; forward original to Personnel Office.

1.	JOB KNOWLEDGE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Possesses information, required skills, and understanding of responsibility expected of the job as stated in the job description; this includes safety, sanitation, operation and care of equipment, inventory, and accepted work methods.					

COMMENTS: _____

2.	JOB PERFORMANCE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Completes tasks in timely fashion; manages time effectively; works calmly and efficiently in stressful situations.					

COMMENTS: _____

3.	QUALITY OF WORK	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Work meets standards of quality expected of the job; is a careful worker; is a thorough worker; works efficiently; checks work.					

COMMENTS: _____

4.	COMMUNICATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates effective communication skills (verbal, written, and listening); maintains confidentiality.					

COMMENTS: _____

5.	HUMAN RELATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates skills in meeting the public and works collaboratively with others. (Where appropriate, effectively delegates and monitors work of others).					

COMMENTS: _____

6.	INITIATIVE AND JUDGMENT	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Displays self-motivation to achieve job expectations; displays problem-solving and creative-thinking skills. Displays sound judgment.					

COMMENTS: _____

7.	WORK ATTITUDE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Communicates positively with other employees, supervisors, parents and students; displays flexibility, adaptability, and a teamwork approach.					
	Is willing to assist in emergencies.					

COMMENTS: _____

8.	DEPENDABILITY	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
	Remains on task; cares for property and carries out instructions.			

COMMENTS: _____

9.	ATTENDANCE	Rarely Absent	Acceptable Attendance	Frequently Absent	Undependable
	Adheres to assigned days.				

COMMENTS: _____

10.	PUNCTUALITY	Never Late	Rarely Late	Occasionally Late	Frequently Late	Undependable
	Adheres to assigned hours of work.					

COMMENTS: _____

11.	DRESS AND GROOMING	YES	NO
	Appropriate to work assignment and school setting. Neat and clean. Geared to job safety and sanitation.		

COMMENTS: _____

ADDITIONAL COMMENTS OF EVALUATOR: _____

 Date Signature of Evaluator

EMPLOYEE[S] COMMENTS _____

 Date Signature of Employee

The signature above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed it with the evaluator.

Original to Personnel Office
 Copy to Employer
 Copy to Employee

**PERFORMANCE EVALUATION FOR
CUSTODIAL PERSONNEL**

Name	School/Department	Date of Report	Title
Name of Evaluator	Principal/Supervisor	Evaluation type Probation Annual	Observe Daily Frequently Seldom

DIRECTIONS: Complete the evaluation after consultation with each person who supervises the employee. Check the appropriate rating for each category. Wherever an employee is rated as *Needs Improvement* or *Unsatisfactory*, "Comments" section **must** be completed. Make copy for the working file and for the employee; forward original to Personnel Office.

1.	JOB KNOWLEDGE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Possesses information, required skills and understanding of responsibility expected of the job as stated in the job description; this includes safety, sanitation, operation and care of equipment, inventory, and accepted work methods.					

COMMENTS: _____

2.	JOB PERFORMANCE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Completes tasks in timely fashion; manages time effectively; works calmly and efficiently in stressful situations.					

COMMENTS: _____

3.	QUALITY OF WORK	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Work meets standards of quality expected of the job; is a careful worker; is a thorough worker; works efficiently; checks own work.					

COMMENTS: _____

4.	COMMUNICATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates effective communication skills (verbal, written, and listening); maintains confidentiality.					

COMMENTS: _____

5.	HUMAN RELATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates skills in meeting the public and works collaboratively with others.					

COMMENTS: _____

6.	INITIATIVE AND JUDGMENT	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Displays self-motivation to achieve job expectations; displays problem-solving and creative-thinking skills. Displays sound judgment.					

COMMENTS: _____

7.	WORK ATTITUDE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Communicates positively with other employees and supervisors, and students; displays flexibility, adaptability, and a teamwork approach.					
	Is willing to assist in emergencies					

COMMENTS: _____

8.	DEPENDABILITY	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
	Remains on task; cares for property and carries out instructions.			

COMMENTS: _____

9.	ATTENDANCE	Rarely Absent	Acceptable Attendance	Frequently Absent	Undependable
	Adheres to assigned days.				

COMMENTS: _____

10.	PUNCTUALITY	Never Late	Rarely Late	Occasionally Late	Frequently Late	Undependable
	Adheres to assigned hours of work.					

COMMENTS: _____

11.	DRESS AND GROOMING	YES	NO
	Appropriate to work assignment and to school setting; geared to job safety and sanitation.		

COMMENTS: _____

ADDITIONAL COMMENTS OF EVALUATOR: _____

 Date

 Signature of Evaluator

EMPLOYEE[S] COMMENTS: _____

 Date

 Signature of Employee

The signature above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed it with the evaluator.

Original to Personnel Office
 Copy to Employer
 Copy to Employee

PERFORMANCE EVALUATION FOR
MAINTENANCE AND OPERATIONS

Name	School/Department	Date of Report	Title
Name of Evaluator	Principal/Supervisor	Evaluation type Probation Annual	Observe Daily Frequently Seldom

DIRECTIONS: Complete the evaluation after consultation with each person who supervises the employee. Check the appropriate rating for each category. Wherever an employee is rated as *Needs Improvement* or *Unsatisfactory*, "Comments" section **must** be completed. Make copy for the working file and for the employee; forward original to Personnel Office.

1.	JOB KNOWLEDGE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Possesses information, required skills and understanding of responsibility expected of the job as stated in the job description; this includes safety, sanitation, operation and care of equipment, inventory, and accepted work methods.					

COMMENTS: _____

2.	JOB PERFORMANCE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Completes tasks in timely fashion; manages time effectively; works calmly and efficiently in stressful situations.					

COMMENTS: _____

3.	QUALITY OF WORK	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Work meets standards of quality expected of the job; is a careful worker; is a thorough worker; works efficiently; checks own work.					

COMMENTS: _____

4.	COMMUNICATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates effective communication skills (verbal, written, and listening); maintains confidentiality.					

COMMENTS: _____

5.	HUMAN RELATIONS	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Demonstrates skills in meeting the public and works collaboratively with others.					

COMMENTS: _____

6.	INITIATIVE AND JUDGMENT	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Displays self-motivation to achieve job expectations; displays problem-solving and creative-thinking skills. Displays sound judgment.					

COMMENTS: _____

7.	WORK ATTITUDE	Outstanding	Above Average	Average	Needs Improvement	Unsatisfactory
	Communicates positively with other employees, supervisors, and the public; displays flexibility, adaptability, and a teamwork approach.					
	Is willing to assist in emergencies					

COMMENTS: _____

8.	DEPENDABILITY	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
	Remains on task; cares for property and carries out instructions.			

COMMENTS: _____

9.	ATTENDANCE	Rarely Absent	Acceptable Attendance	Frequently Absent	Undependable
	Adheres to assigned days.				

COMMENTS: _____

10.	PUNCTUALITY	Never Late	Rarely Late	Occasionally Late	Frequently Late	Undependable
	Adheres to assigned hours of work.					

COMMENTS: _____

11.	DRESS AND GROOMING	YES	NO
	Appropriate to work assignment and to school setting; geared for job safety.		

COMMENTS: _____

ADDITIONAL COMMENTS OF EVALUATOR: _____

Date

Signature of Evaluator

EMPLOYEE'S COMMENTS: _____

Date

Signature of Employee

The signature above does not necessarily imply that the employee agrees with the preceding report, but only that he/she has seen and discussed it with the evaluator.

Original to Personnel Office
Copy to Employer
Copy to Employee

APPENDIX F

**LOCAL #925/SEIU
BREMERTON SCHOOL DISTRICT**

STATEMENT OF INFORMAL GRIEVANCE

Date: _____

Name of Grievant(s): _____

❶ Date Alleged Grievance Occurred _____

❷ Provision(s) in Agreement Allegedly Violated (Article[s] and Section[s]):

❸ Brief Statement of Grievance:

❹ Specific Relief Sought:

I am requesting a meeting to discuss this grievance. Suggested meeting times are: _____

Signature: _____
(Name) (Date)

Received by: _____
(Name) (Date)

PLEASE NOTE: As a part of the Informal Grievance, a written response must be made within five (5) working days of the informal grievance notice and/or meeting, or the grievance shall be in favor of the grievant.

APPENDIX G

LOCAL #925/SEIU

BREMERTON SCHOOL DISTRICT

STATEMENT OF FORMAL GRIEVANCE

Date of Grievance: _____

Name of Employee(s) Aggrieved: _____

State the facts giving rise to the grievance:

Was Article XIV, Page 24 followed? [] YES [] NO

Please attach letter from the immediate supervisor.

Identify the provisions by articles and sections of the Working Agreement alleged to be violated:

State the employee's or employer's contention with respect to these provisions:

Indicate specific relief requested:

I am requesting a meeting to discuss this grievance. Suggested meeting times are: _____

Signature: _____
(Name) (Date)

Received by: _____
(Name) (Date)

If additional space is needed, use the back of this form or additional pages.

APPENDIX H

DEFINITION OF SERIOUS HEALTH CONDITION

“Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves:

1. inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care or
2. continuing treatment by a health care provider. Such continuing treatment necessarily includes one or more of the following:
 - a) a period of incapacity of more than three (3) consecutive calendar days that also involves treatment two (2) or more times by a health care provider or treatment on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
 - b) any period of incapacity due to pregnancy, or for prenatal care (i.e. severe morning sickness);
 - c) any period of incapacity, or treatment for such incapacity, due to chronic health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time and may cause episodic rather than a continuous period of incapacity (e.g. asthma, diabetes, epilepsy);
 - d) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective and for which the employee is under the supervision of, but may not be receiving active treatment from, a health care provider (e.g. Alzheimer’s, a severe stroke or terminal stages of a disease) or
 - e) any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment (e.g. chemotherapy, radiation, dialysis, physical therapy for severe arthritis).
 - f) Ordinarily, unless complications arise, the following conditions would not be considered a “serious health condition”: common cold, flu, ear aches, upset stomach, minor ulcers, headaches other than migraine (when serious conditions are met), routine dental or orthodontia problems, periodontal disease, treatments for acne and plastic surgery. Mental illness resulting from stress or allergies may be a serious health condition, but only if all the conditions of this section are met.