

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**BREMERTON PROFESSIONAL EDUCATION
ASSOCIATION (BPEA)**

AND

BREMERTON SCHOOL DISTRICT

SEPTEMBER 1, 2009 - AUGUST 31, 2012

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P R E A M B L E

This Agreement is made and entered into between Bremerton School District Number 100-C (hereinafter "District"), and Bremerton Professional Education Association (BPEA), an affiliate of Public School Employees of Washington (hereinafter "Association"). The Association and the District recognize the importance of student achievement as a measure of the success of our community schools and are committed to work collaboratively to achieve this common goal.

A R T I C L E I

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1. The District hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees.

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

Section 1.3. Job Descriptions. A copy of each job description for all bargaining unit positions shall be provided to the Association President upon request. Proposed changes to job descriptions shall be forwarded to the President of the Association, and shall be subject to consultation and discussion with the Association upon request. The Association may submit recommended changes to job descriptions to the Director of Personnel at any time.

Section 1.4. The bargaining unit to which this Agreement is applicable shall include all positions in the general job classifications of: Paraeducator, Secretarial, Clerical, Accounting, Coordinator/Evaluator, Technician or Data processing nature.

The following positions are exempt: The Administrative Assistant to the Superintendent (1), and Secretaries to: the Assistant Superintendent(s) (2), the Director of Finance and Operations (1), and the Director of Personnel (3), a total of seven (7) exempt positions.

Section 1.5. When the District determines that a bargaining unit position having a new job title is to be created, the District will inform the Association prior to posting in order to facilitate the negotiation of an appropriate wage rate. The District will cooperate with the Association by providing requested information about the new position including, to the extent available, details regarding the requirements for and the responsibilities of the position, to enable the Association to develop proposals. When the District substantially changes the duties assigned to an existing position within the bargaining unit, the impact of such changes on the salary schedule placement of the position will be negotiated with the Association. Negotiations on this topic will commence within ten working days of the District's receipt of a request to bargain.

1 **Section 1.6.** The employer will not give preference, in filling a vacancy, to a substitute or a temporary
2 employee for those "ability and performance" qualifications which such employee gains while working in
3 such position.

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5 **Section 1.6.1.** Temporary positions lasting longer than sixty (60) consecutive days shall be posted and
6 considered regular bargaining unit positions.

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8 **Section 1.6.2.** Substitute employee: An employee who is employed by the District as a replacement for
9 another employee who is on leave or absent.

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11 **Section 1.6.3.** Substitutes who work longer than thirty (30) days in the current or immediately preceding
12 school year shall be included within the bargaining unit. The only provisions of the Agreement applicable
13 to substitute employees shall be Sections 3.1, 3.2, 6.2.1, 17.1, Article XIV excluding Section 14.5,
14 Article XV and Salary Schedule A.

15 16 17 18 **ARTICLE II**

19 **RIGHTS OF THE EMPLOYER**

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22 **Section 2.1.** The Employer, on its own behalf and on behalf of the electors of the District, hereby retains
23 and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities
24 conferred upon and vested in it by the provisions of this Agreement, the laws and Constitution of the State
25 of Washington and of the United States, including, but without limiting, the generality of the foregoing
26 rights:

- 27
28 1. To the executive management and administrative control of the school system and its properties
29 and facilities of its employees.
 - 30
31 2. To make reasonable rules and regulations.
 - 32
33 3. To determine the qualifications of all applicants and employees.
 - 34
35 4. To determine the duties, responsibilities and assignments of its employees.
 - 36
37 5. To require standards of performance acceptable to the District for any individual job position.
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39 6. To terminate employees.
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ARTICLE III

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RIGHTS OF EMPLOYEES

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Section 3.1. Neither the District, nor the Association, shall illegally discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, sexual orientation as defined in Ch. 49.60 RCW, religion, age or marital status or because of a disability.

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Section 3.2. An employee is entitled to have an Association observer, upon request, at hearings conducted by any District official or body arising out of grievance or any other discipline related matter.

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Section 3.3. Pursuant to the Weingarten rights, an employee has the right to an Association representative at any investigatory interview at which the employee is questioned regarding circumstances which may result in discipline. (See Appendix A).

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Section 3.4. All employees shall be provided an individual locking storage area to secure personal belongings at each worksite.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. The Association has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing, as requested by the District.

Section 4.2. The Association shall promptly be notified by the employee of any grievance or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein.

Section 4.3. The District shall provide each employee with a copy of this Agreement and all modifications thereto as approved by the Association and District. Such copies shall be prepared and provided by the Association.

Section 4.4. Representatives of the Association, upon making their presence known to the District, shall have access to the District premises during business hours, provided that their presence will not in any way hamper or obstruct the normal flow of work.

Section 4.5. Association Leave. The President of the Association and other officers will be provided time off without loss of pay to a maximum of ten (10) days per year to attend regional or State meetings. The Association shall reimburse to the District the salary of the substitute if utilized to replace employees on Association leave.

Section 4.6. Bulletin Boards. The District shall provide a bulletin board space in each school for use of the Association.

1 **Section 4.7. School Calendar.** Prior to the finalization of the school calendar, or any subsequent
2 amendments thereto, the Association will be given an opportunity to review and provide input into the
3 development of the calendar. The District will include an Association member as part of the District
4 representation for the school calendar design process.
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8 **ARTICLE V**

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10 **ASSOCIATION REPRESENTATION**

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12 **Section 5.1.** The Association will designate a Labor Management Relations Committee (LMRC) who
13 will meet with the Superintendent or designee on a mutually agreeable regular basis to discuss
14 appropriate matters.
15

16 **Section 5.1.1.** When formal meetings are held between representatives of the Association and
17 representatives of the District pursuant to Section 5.1, minutes may be kept by an Association
18 representative and circulated to those in attendance, provided that such minutes shall not be official or
19 binding on the District and no prejudice to the District shall occur by failure to disagree with such minutes
20 if copies are provided to the District.
21

22 **Section 5.1.2.** Employees attending LMRC meetings will suffer no loss of regular salary, if the meeting
23 requires them to attend on their regular school employment time, but no salary payment will be made for
24 any time an employee would not have regularly worked. Scheduling of LRMC meetings will
25 accommodate the work schedules of all employees if release time is not provided.
26

27 **Section 5.1.3.** When negotiations sessions are mutually scheduled during working hours, a maximum of
28 four (4) affected BPEA negotiations committee members shall receive paid release time for such sessions.
29 If such negotiations sessions are held during the school year, the Association shall reimburse the District
30 for the wages of any substitute hired to replace a negotiating committee member, upon written request of
31 the District.
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35 **ARTICLE VI**

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37 **HOURS OF WORK AND OVERTIME**

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39 **Section 6.1.** Within thirty (30) working days of employment, each employee shall receive an Employment
40 Document stating the position, the work location, the scheduled number of days per year, the scheduled
41 number of hours per day, the starting date, the placement on the salary schedule, and the method of salary
42 payment.
43

44 **Section 6.2.** Each employee shall be assigned to a definite and regular shift and workweek, which shall
45 not be changed permanently without prior notice to the employee of one (1) calendar week except in
46 emergencies.
47

1 **Section 6.2.1.** Employees shall be entitled to a paid fifteen (15) minute break for each four (4) hours
2 worked. No employee shall be required to work more than five (5) consecutive hours without an unpaid
3 duty free lunch period of at least thirty (30) minutes, but not longer than one (1) hour daily.
4

5 **Section 6.3.** The length of the work day for all employees shall be determined by the Employer, except no
6 regularly scheduled work day shall exceed eight (8) hours per day.
7

8 **Section 6.4.** All time in excess of a regular day's work as noted on the Employee's Employment
9 Document shall be approved by the employee's supervisor.
10

11 **Section 6.5.** In the case of persons employed for less than eight (8) hours per day, extra hours worked
12 beyond the description of hours in the Employee's Employment Document shall be paid at the same rate as
13 noted in the Document up to the limit of eight (8) hours.
14

15 **Section 6.6.** Employees required to work through their regular lunch periods will be given time to eat at a
16 time agreed upon by the employee and supervisor. In the event the District requires an employee to forego
17 a lunch period and the employee works the entire shift, including the lunch period, the employee shall be
18 compensated for the foregone lunch period.
19

20 **Section 6.7.** All time in excess of forty (40) hours worked per week shall be paid at one and one-half (1½)
21 times the regular rate of the employee's salary. Employees, who normally work forty (40) hours per week
22 and receive holiday pay or take paid leave days during that week, have the right to refuse to work
23 additional hours during that week unless the employee receives the overtime rate.
24

25 **Section 6.7.1. Compensatory Time.** Upon mutual agreement of an employee and his or her supervisor,
26 an employee may take compensatory time off in lieu of overtime compensation or for hours worked in
27 addition to their regularly scheduled shift or shifts. Every reasonable effort shall be made to schedule the
28 use of compensatory time prior to the end of the employee's work year. In the event compensatory
29 time is not used by the end of the employee's work year, it must be submitted for pay by August 31st of
30 the current school year. Compensatory time in lieu of overtime as provided in this Article shall be
31 accrued at the rate of one and one-half (1.5) hours for each hour worked. No employee may work
32 overtime without the prior approval of their supervisor.
33

34 **Section 6.8.** When school is closed on a student day because of a snow day, but the District does not need
35 to make up such student school day, employees who have lost hours from their regular schedule on such
36 day(s) shall be given the opportunity to work make up, additional, non-overtime hours, as scheduled by the
37 District, including the possibility of working hours beyond eight (8) hours in a day or Saturday hours.
38

39 **Section 6.9.** In awarding additional time to existing positions, including hours of a long-term temporary
40 nature (ten or more consecutive working days), reducing time of existing positions, or offering overtime,
41 preference will be given by seniority (within a job title and building) to employees who are qualified to
42 perform the work and who are regularly scheduled less than forty (40) hours per week or eight (8) hours
43 per day whenever practical, provided that all program and educational concerns are equal. Such program
44 and educational concerns may lead to awarding additional time to, or reducing the time of, an employee
45 when such time is a natural extension of that employee's job.
46

47 **Section 6.10.** When a new position is created, a position is vacated or a long-term substitute (ten (10) or

1 more consecutive working days) or a temporary employee is needed, preference will be given to
2 employees within the building based on seniority to work the full shift of the position during the interim
3 hiring period, if the position provides more hours of employment or a higher pay range, provided that the
4 employee is qualified to perform the work and meets the requirements of the position and that the
5 educational program and student achievement are not adversely affected.
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9 ARTICLE VII

10 **HOLIDAYS**

11 **Section 7.1.** All employees shall receive the following paid holidays that fall within their work year:
12

- | | | |
|----|---------------------------|--------------------------------|
| 13 | 1. New Year's Day | 7. Veterans' or Admissions Day |
| 14 | 2. Martin Luther King Day | 8. Thanksgiving Day |
| 15 | 3. Presidents' Birthday | 9. Friday after Thanksgiving |
| 16 | 4. Memorial Day | 10. Christmas Day |
| 17 | 5. Independence Day | 11. Day after Christmas |
| 18 | 6. Labor Day | *12. New Year's Eve Day |

19 * Twelve (12) month employees only.
20
21

22 **Section 7.2.** Should a holiday occur while an employee is on paid annual leave, the employee shall be
23 allowed to take one extra day of vacation with pay in lieu of the holiday as such.
24

25 **Section 7.3.** If an employee works on listed holidays, the employee will be paid time and one-half the
26 regular rate of the employee's salary in addition to the holiday pay.
27

28 **Section 7.4. Unworked Holidays.** Eligible employees shall receive pay equal to their normal work shift
29 at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the
30 holiday and have worked both their last scheduled shift preceding the holiday and their first scheduled shift
31 succeeding the holiday, or are on paid leave for such days, shall be eligible for pay for such unworked
32 holiday.
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35 **Section 7.5.** Holidays will be observed as provided on the District's calendar. The Association will be
36 given a copy of such calendar at the beginning of each school year.
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ARTICLE VIII

LEAVES

Section 8.1. Annual Leave.

Section 8.1.1. All twelve-month employees shall earn annual leave for hours worked according to the following formula:

Years Of Service

1-4 Years	12 days per year
5-10 Years	18 days per year
11-15 Years	21 days per year
16+ Years	24 days per year

Basis For Annual Leave

A. Placement on the schedule for annual leave shall be established on September 1 of each year, based on the number of years of continuous employment in the bargaining unit, provided that any year in which the employee was paid for at least ninety (90) scheduled workdays shall count as a full year.

Section 8.1.2. Annual leave may be accumulated up to and including a maximum of thirty (30) days by twelve month employees.

Section 8.1.3. The immediate supervisor shall make final decisions regarding appropriate times during the year when annual leave may be taken.

Section 8.1.4. If it is an administrative decision that a building be closed for unforeseen conditions, no employee shall be required to take annual leave.

Section 8.2. Sick Leave. Each employee shall receive ten (10) days sick leave per year. Such leave shall be credited as of September 1 each year, provided that no more than one (1) day per month may be used until an employee has been employed for three (3) calendar months (ninety (90) days).

After five (5) consecutive days of personal illness, a doctor's certificate may be requested by the Employer. 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. The District shall reimburse the employee for all costs incurred as a result of a District mandated medical assessment which is not covered by insurance.

Section 8.2.1. In the event employees are absent for reasons which are covered by Industrial Insurance, the District shall pay the employee an amount equal to the difference between the amount paid the employee for such pay loss benefit and the amount the employee would normally earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District.

1 **Section 8.2.2.** Two (2) additional days of leave per year under this section may be used for emergency
2 purposes under the following conditions:

- 3
- 4 A. The problem must be suddenly precipitated, must be of such a nature that preplanning is not possible,
5 or where preplanning cannot relieve the necessity for the absence.
- 6
- 7 B. The problem cannot be of minor importance or of mere convenience, but must be serious. The
8 employee shall notify the Administration as soon as possible and shall complete application for leave
9 within three (3) days of returning to the job.
- 10
- 11 C. Unused emergency leave days shall accumulate as sick leave.

12

13 **Section 8.2.2.1.** In January of the year following any year in which a minimum of sixty (60) days of leave
14 for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option
15 to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate
16 equal to one (1) day's monetary compensation for the employee for each four (4) full days of accrued leave
17 for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has
18 been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for
19 every one (1) day's monetary compensation, provided no employee may receive compensation under this
20 section for any portion of leave for illness or injury which was accumulated at a rate in excess of one (1)
21 day per month.

22

23 **Section 8.2.2.2.** Pursuant to RCW 28A.400.210(2), at the time of separation from school district
24 employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to
25 one (1) day's current monetary compensation for each four (4) full days accrued leave for illness or injury,
26 provided no employee may receive compensation under this section for any portion of leave for illness or
27 injury which was accumulated at a rate in excess of one (1) day per month.

28

29 **Section 8.2.2.3.** These sections shall be construed only as consistent with applicable law.

30

31 **Section 8.2.3. Leave For Family Care.** The District shall allow an employee to use the employee's
32 accrued sick leave or other paid leave to care for a child of the employee under the age of eighteen (18)
33 years with a health condition that requires treatment or supervision or for a spouse, parent, parent-in-law or
34 grandparent with a serious health condition or an emergency condition in accordance with the provisions
35 of RCW 49.12 and WAC 296-130. This section shall be construed only as consistent with applicable state
36 law.

37

38 **Section 8.2.4. Leave Sharing.** The District shall implement a leave sharing program pursuant to
39 RCW 28A.400.380 which considers the donating and receiving of leave on an individual employee
40 basis. To be eligible to donate sick leave, an employee must maintain a minimum balance of 176
41 hours after donating. The transfer of leave shall be in increments of an entire workday for purposes of
42 donating and receiving leave.

43

44 **Section 8.3. Special Leave.** Separate from an employee's personal sick leave, five (5) days in any one
45 school year of non-cumulative special leave will be granted for the following reasons:

46

47

1 1. Death or serious health condition of a spouse, child, parent, sibling, grandparent, grandchild, person
2 living in the immediate household or dependent.

3
4 2. "Serious health condition" shall be interpreted in a manner consistent with the Federal Family and
5 Medical Leave Act.

6
7 **Section 8.3.1.** Two of the five (5) days described previously may be allowed for the following reasons:

8
9 1. Death or serious health condition of a son-in-law, daughter-in-law, mother-in-law or father-in-law.

10
11 2. Up to an additional two (2) days of the five (5) days may be granted if shown necessary for extended
12 travel requirements.

13
14 **Section 8.3.2.** Three (3) of the five (5) days described previously may be allowed for paternity leave, on
15 or about the day of the birth of an employee's child.

16
17 **Section 8.4. Disability Leave (Including Maternity).** An employee requesting disability leave shall give
18 written notice to the Employer at least two (2) weeks prior to commencement of said leave, if possible.
19 The written request for disability leave should include a statement as to the expected date of return to
20 employment, and advance notice of the actual date of return to employment shall be given as soon as
21 possible. Sick leave shall be granted under Section 8.2 of this Article. In the event sick leave is exhausted,
22 then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of
23 disability, provided that such leave shall not continue beyond the duration of the current school year,
24 unless authorized in advance pursuant to Section 8.7 of this Article. Failure to return to work after the end
25 of any such leave(s) shall immediately terminate any potential employment relation with the District.

26
27 **Section 8.5. Civic Leave.** The District shall grant leaves to staff for the days they are required to serve on
28 a jury. Any compensation received by a staff member for jury duty performed on a contract day is to be
29 reimbursed to the District. The District shall grant a maximum of two (2) days leave (witness fees to be
30 reimbursed to the District) to staff subpoenaed as witnesses in court or other legal proceedings; provided
31 that a leave with pay shall not be granted to a staff member for a case brought or supported by a staff
32 member, union, or association, or for a case in which the staff member has a direct or indirect interest in
33 the proceedings.

34
35 **Section 8.5.1.** In the event an employee is subpoenaed to appear as a witness in court in a case relating to
36 the employee's school district job, or is named as a co-defendant with the District, such employee shall
37 receive a normal day's pay for each day of required presence in court; provided, however, that any
38 compensation received, except expenses, for such service shall be paid to the District. Such repayment
39 shall not exceed the employee's normal daily pay less bona fide expenses.

40
41 **Section 8.6. Adoption Leave.** An employee receiving a child through legal adoption may request paid
42 leave and shall be granted no more than four (4) days. Such leave may be used for:

- 43
44 1. Travel to obtain child;
45 2. Required observation with child;
46 3. Court and legal procedures to finalize adoption.

47 **Section 8.7. Leave Of Absence Without Pay.** Seniority calculated as of August 31, 1998 shall be

1 retained without adjustment for prior leaves of absence. Seniority continues to accrue during leaves of
2 absences that only last during current school year under Section 8.7.1. Seniority is frozen during leaves of
3 absences during the next school year under Section 8.7.2.

4
5 **Section 8.7.1. Current Year.** During the current school year, absences other than those described above
6 will not be allowed with pay, with the exception of disability leave due to childbearing or employee illness
7 if sick leave benefits are exhausted.

8
9 In the event of leave without pay, a full deduction will be made for time not worked. Application in
10 writing and the immediate supervisor's advance approval will be required.

11
12 **Section 8.7.2. During The Next School Year.** Upon the written request of an employee who will have
13 completed three (3) years of satisfactory service as an employee of the Bremerton School District by the
14 conclusion of the current school year, the Board may approve a leave of absence without pay not to exceed
15 a full year. The best interests of the District shall be the principle criterion for the approval of such leave.

16
17 **Section 8.7.2.1.** Untimely application for a leave of absence without pay will be adequate reason for
18 refusal, but application by February 1 for leave to begin in September shall not be considered untimely.

19
20 **Section 8.7.2.2.** No sick leave benefits, seniority or salary increment will be earned during the leave of
21 absence, but benefits and seniority previously earned shall not be reduced or forfeited.

22
23 **Section 8.7.2.3.** Notice of intent to return shall be given to the Director of Personnel in writing on or
24 before March 1 of the leave year. Every effort will be made to return the employee to the position he or
25 she held prior to taking the leave, subject to the terms and conditions of Article IX.

26
27 **Section 8.8.** The Employer may provide release time and/or reimbursement for employee's attendance at
28 District approved professional activities.

29
30 **Section 8.9. Personal Leave.** Each non-probationary employee shall be entitled to one personal leave
31 day each school year without a deduction from salary. Each employee may carry over one personal
32 day for a cumulative maximum of two (2) personal days. Such day must be scheduled in at least half-
33 day increments. The employee shall schedule the personal leave absence with the employee's
34 administrative supervisor as far in advance as possible. Requests for personal leave will be processed
35 in order of receipt of requests, and may be denied if a substitute is not available for employment.
36 When notification is less than twenty-four (24) hours in advance of absence, and in the event that a
37 half-day substitute is not available, a full day's personal leave must be taken.

38
39 The personal leave may not be scheduled to be taken during the first ten (10) days of the student
40 school calendar nor during the last ten (10) days of the student school calendar. The personal leave
41 may not be used to extend the Thanksgiving, Winter or Spring Breaks, or a three-day weekend.
42 Exceptions to the three-day weekend, student breaks and the beginning and end of school year rules
43 may be granted in special circumstances by the supervisor with right to appeal to the Director of
44 Personnel. No personal leave shall be available to any employee during any work stoppage or strike
45 by any group of employees against the District.

46 ARTICLE IX

1 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**

2
3 **Section 9.1.** The seniority of an employee within the bargaining unit shall be established as of the date on
4 which the employee began continuous daily employment (hereinafter "hire date") within a RIF category
5 (Section 9.10) unless seniority shall be lost as hereinafter provided.
6

7 **Section 9.2.** Each new hire shall remain in a probationary status for a period of not more than ninety (90)
8 work days following the hire date. During this probationary period the District may discharge such
9 employee at its discretion.
10

11 **Section 9.2.1.** Probationary employees may earn leave, but not use earned leave during the probation
12 except one day per month of the following: Special Leave, Sick Leave or Emergency Leave if such day is
13 otherwise available under the contract.
14

15 **Section 9.3.** The seniority rights of an employee shall be lost for the following reasons:
16

- 17 A. Resignation;
- 18 B. Discharge for justifiable cause; or
- 19 C. Retirement.
20

21 **Section 9.4.** Seniority rights shall not be lost for the following reasons:
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- 23 A. Time lost by reason of industrial accident, industrial illness or judicial leave, except as provided herein;
- 24 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- 25 C. Time spent on other authorized leaves, except as provided herein;
- 26
- 27 D. Time spent in layoff status as hereinafter provided; or
- 28
- 29 E. Change in salary schedule ranges/RIF category, for RIF purposes.
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33 **Section 9.5. Vacancies.** The District has the right to determine the qualifications of applicants and to
34 select the most qualified candidate for any open position. If two (2) or more bargaining unit employees
35 apply for a new or open bargaining unit position, seniority by RIF category (Section 9.10) will be a factor
36 considered by the District, although not necessarily determinative. If a senior applicant is not named to a
37 vacancy, the District will provide the employee with a written rationale for the selection upon written
38 request by the employee.
39

40 **Section 9.5.1.** In cases of employees having the same hire date within a RIF category, such cases (ties)
41 shall be broken first by higher previous RIF category, second by district hire date in previous RIF category,
42 and third by lot in the presence of the President of the Association or designated representative. Such
43 determination shall be permanent.
44

45 **Section 9.5.2.** The District shall prepare a seniority roster each School Year, no later than January 1.
46

47 **Section 9.6.** The District shall, as soon as the District determines that a vacancy exists, publicize within

1 the bargaining unit for five (5) working days the availability of open positions. A copy of the job posting
2 shall be forwarded to the president of the Association. The District may use a temporary to cover such a
3 position for the time it takes to post and fill the position.

4
5 **Section 9.6.1.** If any bargaining unit employee applies for a new or vacant bargaining unit position and
6 meets all the minimum qualifications for the position, the employee shall be granted an interview.

7
8 **Section 9.7.** Employees on layoff status shall file their addresses in writing with the Personnel Office of
9 the District and shall thereafter promptly advise the District in writing of any change of address.

10
11 **Section 9.8.** An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee
12 does not comply with the requirements of Section 9.7, or if the employee does not respond to the offer of
13 reemployment within fifteen (15) days.

14
15 **Section 9.9.** An employee on layoff status who rejects an offer of reemployment forfeits seniority and all
16 other accrued benefits; provided, that such employee is offered a position in the same category which is at
17 least seventy-five percent (75%) equal in hours, pay, and benefits to that held prior to layoff.

18
19 **Section 9.10. Reductions In Force.** A reduction in work force, if required by levy failure, program
20 reduction, budget reduction or lack of work, shall be accomplished by the following steps:

- 21
22 1. The District will give employees ten (10) working days notice of intention to layoff.
23
24 2. Categories for RIF shall be the same as range placement of positions on Schedule B (also known as
25 RIF categories).
26
27 3. Seniority Procedure Steps
28 a. An employee subject to layoff may displace the least senior employee in the same category, with
29 the same or fewer annual hours, provided the employee meets the qualifications for that position.
30 b. In the event the above procedure is followed and the employee subject to layoff is not placed, if the
31 employee has established seniority in a lower paying category, the employee may displace the least
32 senior employee in that lower paying category with at least 75% annual compensation of the
33 bumping employee provided the employee meets the qualifications for that position.
34 c. The person will be placed on the salary scale of the job accepted.
35
36 4. Employment pools shall be created with the personnel being displaced because of the RIF. Personnel
37 shall remain in the pool(s) for twelve (12) months following displacement.
38
39 a. To develop employment pools, all personnel will be classified in one or more of the categories
40 listed above.
41
42 b. Personnel placed in the employment pools will be determined by reductions in each of the above
43 categories according to lack of seniority and qualifications.
44 c. Personnel placed in the employment pools will be offered any open position in the same or lower
45 paying category for which they are qualified according to seniority and qualifications. The
46 immediately preceding sentence in no way effects the District's obligation to post open positions in

1 accordance with Section 9.6. of the Agreement.

- 2
- 3 d. Employees shall accumulate seniority while on layoff.
- 4
- 5 e. All employees who have been placed in the employment pools shall be reemployed before anyone
- 6 from outside the District is employed. Exceptions may be made if no one in the pools is qualified
- 7 for the position open.
- 8
- 9 f. All personnel reemployed into different positions will have the opportunity to transfer back to their
- 10 original position if it becomes available.
- 11
- 12 g. Any employee not reemployed and remaining in the pool will be placed on the District list of
- 13 substitutes for Instructional Assistants and Secretaries and will be used in that capacity before an
- 14 outside person.
- 15
- 16
- 17

18 ARTICLE X

19 TRANSFERS

20 **Section 10.1.** A transfer is a reassignment to a different building, program, or job description.

21

22 **Section 10.2.** A voluntary transfer in lieu of posting and filling a position pursuant to Article IX may be

23 made upon the mutual agreement of the employee, the Association and the District.

24

25 **Section 10.3.** An involuntary transfer shall be made when it is in the best interest of the Employer. If the

26 transfer is involuntary and is to be a lesser pay scale, said employee shall suffer no loss in pay.

27

28 **Section 10.4.** The Employer shall give the employee being transferred three (3) working days written

29 notice before date of involuntary transfer and a copy of such notice shall be sent to the Association

30 president. After such notice the employee has the right to discuss such transfer with the Director of

31 Personnel or immediate supervisor.

32

33 **Section 10.5. Involuntary Transfers.** Whenever possible, involuntary transfers shall be made to the least

34 senior employee in the job title, provided that the District may bypass seniority if required by program or

35 student needs.

36

37 **Section 10.6. School Closure.** Upon the closure of a school facility, the hours of employment in the

38 receiving building(s) will be assigned to the employees within that building according to seniority,

39 provided that the District may bypass seniority if required by program or student needs. Upon request

40 from an employee, the District will provide a written explanation of such bypass.

41

42

43

44 ARTICLE XI

1 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

2
3 **Section 11.1.** The District shall have the right to discipline or discharge an employee for justifiable cause.
4 The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter
5 provided. Before a decision is made as to any written disciplinary action, a conference will be held with
6 the employee to allow the employee the opportunity to explain the allegations. At such conference, the
7 employee has the right, upon request, to have an Association representative present.
8

9 **Section 11.2. Discharge For Good And Just Causes.** Employees shall be subject to discharge for good
10 and just causes, and must receive written notification of the charges and notification of the right to request
11 a pre-termination hearing. The employee may request in writing, within five (5) working days of receipt of
12 the notice, a hearing with the Director of Personnel to review the charges. The employee may be
13 accompanied at the hearing by person(s) of their choice.
14

15 If the Director of Personnel and the Superintendent believe that the charges justify discharge, the
16 Superintendent shall recommend to the Board of Directors that the employee be terminated. The
17 employee may request a review of the recommendation with the Board of Directors prior to action by the
18 Board. The Board of Directors shall take action on the recommendation.
19

20 **Section 11.2.1.** Except in extraordinary cases, and as otherwise provided in this Article, the District will
21 give employees two (2) weeks notice of intention to discharge.
22
23
24

25 **ARTICLE XII**

26
27 **INSURANCE AND RETIREMENT**

28
29 **Section 12.1. District Insurance Contribution.** The Employer shall provide the current State funded
30 medical coverage amount per FTE per month or the premium amount toward the mutually approved
31 insurance package for each employee. Employees regularly scheduled less than 1,440 hours (herein
32 "FTE") shall have their benefit prorated on an annualized basis. (Subject to 1980/81 "grandfather") The
33 District shall provide insurance benefits consistent with State law. The unused portion of bargaining unit
34 District insurance contribution monies shall be pooled to supplement employee insurance costs, which
35 exceed the District contribution.
36

37 **Section 12.1.1.** The required contribution to the State Health Care Authority ("HCA") for Retiree
38 Insurance Benefits ("carve-out") shall not be entirely deducted from this contribution, or from the
39 "pool," but shall be paid by the District up to an amount of forty-five dollars and fifty cents (\$45.50).
40 One-half of any increases in the HCA carve-out above forty-five dollars and fifty cents (\$45.50) per
41 FTE per month shall be deducted from the monthly state funded amount for insurance. The other half
42 of such increases shall be paid by the District from other funds, not including the "pool."
43
44
45

46 **Section 12.1.2.** The number of months insurance benefits are paid will be determined by the number of
47 months remaining from the next payroll cutoff date after hire to August 31 of each year. If an employee

1 resigns, is terminated, or is on leave without pay prior to the end of the last day of work for that position
2 for the year, the monthly insurance payments end with the employee's final pay warrant.

3
4 **Section 12.1.3.** Insurance benefits are not available to employees on leaves of absence without pay, but
5 continuing participation shall be allowed by prepayment of premiums by the employee as allowed by the
6 Insurance Carrier.

7
8 **Section 12.1.4.** The insurance package available to bargaining unit employees shall be determined
9 annually by mutual agreement of the District and the Association. The Association shall participate in a
10 District-wide employee insurance committee, provided that employees on the committee shall not suffer
11 any loss of regular salary if a meeting requires them to attend on their regular work time. Such package
12 may contain one or more medical, dental, vision, life, disability or other insurance plans. Certain plans
13 may be mandatory for employee participation in order to obtain the best available rates for employees.

14
15 **Section 12.1.5.** The insurance package costs in excess of the District's monthly contribution or available
16 insurance pool funds will be deducted by the District from the employee's monthly salary. A
17 "Section 125/Cafeteria" type program/plan shall be implemented at the employee's option, to cover out-of-
18 pocket employee insurance premium costs, not covered by the District insurance contribution or the
19 insurance pool.

20
21 **Section 12.1.6.** This section (12.1-12.1.6) shall reopen annually to conform to state law mandated changes
22 only.

23
24 **Section 12.2.** For personal property (excluding personal effects, wallets, purses, etc.) which is damaged or
25 stolen on school property and/or while employee is performing assigned duties, the Employer shall pay up
26 to one hundred dollars (\$100.00). Personal property shall be approved and registered with the Employer to
27 be eligible for coverage under this clause. Claimant will certify that the claim is valid and that the
28 necessary repairs will be made or that replacement will be made with a similar item.

29
30 In the event of damage to an employee's vehicle in an authorized parking area and/or while the employee
31 is performing assigned duties, the Employer shall pay the deductible amount of the employee's insurance
32 policy or two hundred and fifty dollars (\$250) whichever is less. The employee shall provide proof of the
33 deductible amount to claim reimbursement.

34
35 **Section 12.3. On-The-Job Injury Or Accident Protection.** If an on-the-job injury or accident occurs,
36 the procedure is for the employee to contact the immediate supervisor or his/her designee as soon as
37 possible for necessary information. All employees of the Bremerton School District are entitled to
38 Industrial Insurance provided the criteria for such is met. Such compensation may include wages,
39 ambulance costs, medical, dental, eye glasses, and therapy.

40
41
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43
44
45 **ARTICLE XIII**
46

1 **PROFESSIONAL DEVELOPMENT**

2
3 **Section 13.1.** Written record of professional development, in-service training, workshops, other
4 educational achievements and orientation shall be made a part of the employee's personnel file.

5
6 **Section 13.2.** The District shall provide funds for employee professional development.

7
8 **Section 13.3.** Employees shall receive a one hundred dollars (\$100.00) incentive for obtaining and
9 renewing District pre-approved certification in a related field in a national or state professional
10 organization.

11
12 **Section 13.4.** The District shall pay for employees to obtain training and shall pay for ESD or District
13 sponsored training directed at the academic areas for which the employee shall be tested as a condition
14 of continued employment. The District shall pay the testing fee for one (1) opportunity to take any test
15 required for continued employment.

16
17 **Section 13.5.** The District shall provide technology training, e.g., e-mail, how to log on and printing,
18 to all employees and new hires and shall communicate ongoing training resources. At each building
19 site, computers shall be made available in various building locations to accommodate the needs of
20 employees who are not regularly assigned computer workstations. All attempts will be made to achieve
21 a reasonable staff-to-computer ratio at each building. Prior to December 1st of each school year, the
22 building principal and the building technology coordinator will meet with the paraeducators to address
23 paraeducator access to computer systems, including access to e-mail.

24
25
26
27 **ARTICLE XIV**

28
29 **ASSOCIATION MEMBERSHIP AND CHECKOFF**

30
31 **Section 14.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement, is a
32 member of the Association in good standing shall, as a condition of employment, maintain membership in
33 the Association in good standing during the period of this Agreement.

34
35 **Section 14.2.** All employees subject to this Agreement who are not members of the Association on the
36 effective date of this Agreement, and all employees subject to this Agreement who are hired at a time
37 subsequent to the effective date of this Agreement, shall, as a condition of employment, become members
38 in good standing of the Association within thirty (30) days of the effective date of this Agreement or
39 within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain
40 membership in the Association in good standing during the period of this Agreement.

41
42
43
44
45
46 **Section 14.3.** The parties recognize that an employee should have the option of declining to participate as
47 a member in the Association, yet contribute financially to the activities of the Association in representing

1 such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of
2 the membership requirements of the previous sections of this Article, an employee who declines
3 membership in the Association may pay to the Association each month a service charge as a contribution
4 towards the administration of this Agreement in an amount not to exceed the regular monthly dues. This
5 service charge shall be collected by the Association in the same manner as monthly dues.
6

7 **Section 14.4.** Any employee who refuses to become a member of the Association in good standing or pay
8 the service charge in accordance with previous sections, shall, at the option of the Association, be
9 immediately discharged from employment by the District.
10

11 **Section 14.5.** The District will notify the Association of all new hires within ten (10) working days of the
12 hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this
13 Article. The Employer shall give a copy of this working agreement to each employee when hired and each
14 returning employee at the start of the new working year.
15

16 **Section 14.6.** Nothing contained in this Agreement shall require Association membership of employees
17 who object to such membership based on bona fide religious tenets or teachings of a church or religious
18 body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues
19 to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the
20 Association. The employee shall furnish written proof that such payment has been made. If the employee
21 and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations
22 Commission pursuant to RCW 41.56.122.
23

24 **Section 14.7. Checkoff.** The District shall deduct PSE dues or service charges from the pay of any
25 employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall
26 transmit all such funds deducted to the Treasurer of the Public School Employees of Washington on a
27 monthly basis.
28

29 **Section 14.7.1. Classified Employee Report to the Association.** The District shall submit a monthly
30 report (to accompany the monthly transmission of dues to PSE) to the Treasurer of PSE listing: the name,
31 social security number, and amount of PSE dues deducted for each bargaining unit employee. The District
32 shall provide a list of current addresses and telephone numbers of bargaining unit employees to the
33 Association upon request.
34

35 **Section 14.7.2. Local Chapter Dues.** The District shall deduct PSE local Chapter dues separately and
36 remit such funds to the local Chapter Treasurer on a monthly basis, or within thirty (30) days of the
37 deduction of such dues.
38

39 **Section 14.8.** The Association shall hold the District harmless for the administration of this Article done
40 pursuant to this Article.
41
42
43
44

45 ARTICLE XV 46

1 **GRIEVANCE PROCEDURE AND ARBITRATION**

2
3 **Section 15.1. Definition Of A Grievance.** A grievance is defined as an alleged violation of a specific
4 article or section of this Agreement. An individual employee, a group of employees or the bargaining
5 unit representative may utilize the provisions of the grievance procedure. Grievants may be
6 accompanied by counsel or an advisor of their own choosing. Grievances will be presented in the
7 following steps and stated time lines must be met.
8

9 **Section 15.2. Grievance Procedure.**

10
11 **Section 15.2.1. Step I.** Within twenty (20) working days of the time a grievance arises, the employee will
12 present a written statement of grievance to the principal or immediate supervisor. Within five (5) working
13 days after presentation of the grievance, the principal or immediate supervisor shall provide a written
14 answer to the employee. The "Statement of Grievance" shall name the employee involved, shall state the
15 facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this
16 Agreement alleged to be violated, shall state the contention of the employee with respect to these
17 provisions, and shall indicate the specific relief requested.
18

19 **Section 15.2.2. Step II.**

- 20
21 a. If the grievance is not resolved in Step I, the grievant may, within ten (10) working days of receipt
22 of principal's or immediate supervisor's answer, submit to the Superintendent a written "Statement
23 of Grievance" signed by the grievant. A copy shall be given to the principal or immediate
24 supervisor and the Association at the same time.
25
26 b. The Superintendent or designee shall give the grievant an answer in writing no later than ten (10)
27 working days after receipt of the written grievance. If further investigation is needed, additional
28 time may be allowed by mutual agreement of the Superintendent and the grievant.
29

30 **Section 15.2.3. Step III. Arbitration.**

31
32 **Section 15.2.3.1.** Within fifteen (15) working days after receipt of the decision of the Superintendent, the
33 grievant may demand arbitration of the grievance provided that the Association believes the grievance to
34 be valid. Any grievance arising out of the interpretation or the application of this Agreement shall then be
35 submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration
36 Association. The parties further agree to accept the arbitrator's award as final and binding upon them.
37

38 **Section 15.2.3.2.** No grievance may be advanced past Step II without Association participation and
39 approval.
40

41 **Section 15.2.3.3. Powers Of The Arbitrator.** It shall be the function of the arbitrator, empowered as
42 limited below, after due investigation, to make a decision in cases of alleged violation of the specific
43 articles and sections of this Agreement.
44

- 45
46 a. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the
47 terms of this Agreement.

- 1
2 b. The Arbitrator shall have no power to establish salary structures or change any salary.
3
4 c. The Arbitrator shall have no power to rule on any of the following:
5
6 1. The termination of services of, or failure to reemploy, any probationary employee.
7
8 2. Any matter involving employee evaluation.
9
10 d. The Arbitrator shall have no power to change any practice, policy, or rule of the Board nor to
11 substitute the Arbitrator's judgment for that of the Board as to the reasonableness of any such
12 practice, policy rule, or any action by the Board.
13
14 e. The Arbitrator shall have no power to decide any question which, under this Agreement, is within
15 the responsibility of the Board to decide. In rendering decisions, an Arbitrator shall give due
16 regard to the responsibility of management and shall so construe such responsibilities except as
17 they may be specifically conditioned by this Agreement.
18
19 f. If either party disrupts the arbitrability of any grievance under the terms of this Agreement, the
20 Arbitrator shall have no jurisdiction to act until the matter has been determined by a court of
21 competent jurisdiction. In the event that a case is appealed to an Arbitrator on which the Arbitrator
22 has no power to rule, it shall be referred back to the parties without decision or recommendation on
23 its merits.
24
25 g. The fees and expenses of the Arbitrator shall be shared equally by the District and the Association.
26 All other expenses shall be borne by the party incurring them, and neither party shall be
27 responsible for the expense of witnesses called by the other.
28
29 h. All claims for back wages, as a result of a grievance, shall be limited to the amount of wages that
30 the employee would otherwise have earned, less any unemployment or other compensation that the
31 employee may have received from any source during the period of back pay.
32
33 If the claim is upheld, and it is determined that the employee owes unemployment compensation,
34 the Employer will be required to pay the unemployment withheld from the back wages to the
35 Employment Security Department.
36
37 No decision in any one case shall require a retroactive wage adjustment in any other case.
38
39 i. The fact that the grievance has been considered by the parties in the preceding steps of the
40 grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this
41 Agreement.
42
43
44
45

46 **Section 15.3. Appearance And Representation.**
47

- a. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.
- b. The Board and the grievant are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- c. If the grievance arises from an action of authority higher than the principal or immediate supervisor of a school, the employee may present such grievance at Step II of this procedure.

Section 15.4. Time Limits.

- a. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure.
- c. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved.

Section 15.5. Employee's Legal Rights.

- a. Nothing contained herein shall deny to any employee rights under State or Federal constitutions and laws.
- b. No probationary employee may use the grievance procedure in any way to appeal discharge or a decision by the Board.
- c. No employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.

ARTICLE XVI

1 **EVALUATIONS AND QUALIFICATIONS**

2
3 **Section 16.1. Performance Evaluations.** Performance evaluations will be conducted annually for the
4 purpose of promoting: Professional Growth; Personal Growth; and Promoting Competence.

5
6 The supervisor or designee (supervisor meaning a District Administrator, but the supervisor may seek the
7 input of other persons) will complete the evaluation and discuss it with the employee in private conference.
8 Employees whose work year is less than twelve (12) months will have their conference on or before
9 June 1 of each year. The employee will be provided a copy of the evaluation and any supportive materials
10 relevant to the evaluation at this conference.

11
12 Signing the evaluation form does not signify agreement to the content, only receipt. An employee may
13 attach a written response to the evaluation for the personnel file, with a copy given to the evaluator.

14
15 An employee may request a meeting (to be held within fifteen (15) working days of the initial conference)
16 to review the evaluation with the evaluator; the employee may request a representative of the Association
17 be present.

18
19 **Section 16.1.1.** The evaluation form used shall be reviewed annually by the District and the Association
20 upon the request of either party. Any changes made on the form are subject to negotiations and
21 consultation pursuant to Section 19.2 this Agreement.

22
23 **Section 16.2. Personnel Files.** The District shall maintain a personnel file for each employee, who will
24 receive a copy of any derogatory material entered in the file, including evaluations, reprimands or any
25 other written complaints. The employee may inspect the file with a representative of the District and, if the
26 employee wishes, the Association. The employee may make an inventory of the file and have it signed
27 and dated by a representative of the District, and may have copies made of any contents of the files. Cost
28 of any reproduction will be borne by the employee. An employee may attach comments to any material
29 that is placed in the personnel file.

30
31
32
33 **ARTICLE XVII**

34
35 **SALARIES AND EMPLOYEE COMPENSATION**

36
37 **Section 17.1.** Employees shall be compensated in accordance with the provisions of this Agreement for all
38 hours worked. Each employee shall receive a full accounting and itemization of authorized deductions,
39 hours worked, and rates paid with each pay warrant.

40
41 **Section 17.1.1.** Payroll warrants will be issued on the last banking day of the month. Employees are
42 required to have their payroll warrants direct deposited electronically into a designated bank account.

43
44
45
46 **Section 17.2.** Salaries for employees subject to this Agreement, during the term of this Agreement, are
47 contained in Schedules A attached hereto and by this reference incorporated herein. Incremental increases

1 shall be granted on September 1 each year this Agreement is in effect for all employees who have worked
2 at least one-half (1/2) of their position's scheduled work year during the prior school year.

3
4 For the 2009-2010, 2010-2011, and 2011-2012 school years, the rates on Schedule A shall be improved by
5 the State percentage increase for classified employee salaries, if any, in the month such State increases are
6 effective. If the State grants a classified employee salary increase in a manner other than the percentage
7 method used in the past, the parties agree to reopen Schedule A solely for the purpose of applying such
8 increase to the salary schedule.

9
10 **Section 17.2.1.** An employee assigned or transferred temporarily to work the full shift of a position in
11 higher range shall be paid at the first step on the higher range that provides an increase in rate of pay for
12 the employee commencing with the first day of assignment to such position. At the elementary level,
13 when a clerical assistant who works in the same building fills in for the office coordinator for less than a
14 full shift, as designated by the supervisor, the clerical assistant will receive the higher rate of pay for all
15 hours worked in that position. At the secondary level, when an assistant principal's secretary who works
16 in the same building fills in for the office coordinator for less than a full shift, as designated by the
17 supervisor, the assistant principal's secretary will receive the higher rate of pay for all hours worked in that
18 position.

19
20 **Section 17.2.2.** Employees regularly assigned to work in more than one job position shall be paid the
21 appropriate rate for hours worked in each position. The rate will be computed according to the salary
22 schedule in effect for each position, and the employee's step placement in the salary range.

23
24 **Section 17.2.3.** Employees who are permanently assigned to a position with a higher salary range on
25 Schedule A, or whose position was reclassified into a higher range, shall be placed at the lowest step on
26 that range which provides a wage increase of at least twenty-five cents (\$.25) per hour.

27
28 **Section 17.3.** All employees will be paid in twelve (12) monthly warrants.

29
30 **Section 17.4.** Should security checks, background checks, production of records, fingerprinting,
31 inoculations, vaccinations, immunizations, physical examinations, and related matters be required as a
32 condition of continuing employment with the District, the District agrees to negotiate the responsibility for
33 incurring the cost of such matters with the Association.

34
35 **Section 17.5. Morgan Center Allowance.** Paraeducators who are assigned to work with Morgan Center
36 students shall be paid an additional eight cents (\$.08) per hour in addition to the seventy cents (\$.70) for a
37 total of seventy-eight cents (\$.78) cents per hour pursuant to Section 17.6. of the Agreement.

38
39 **Section 17.6.** Paraeducators who are either (a) regularly assigned to provide medical assistance that
40 requires training by a health care professional (including OT/PT but not SLP); or (b) regularly
41 assigned to students that exhibit aggressive/combatative behavior, shall be paid an additional fifty cents
42 (\$.50) per hour for elementary Paraeducators or seventy cents (\$.70) per hour for secondary
43 Paraeducators. Special Services shall regularly work with building administrators to identify
44 Paraeducators who are working with students who meet the above criteria.

45
46 **Section 17.7.** All paraeducators shall be scheduled and compensated for one planning day per year which
47 shall be scheduled previous to the first day of instruction each year. This day may be included as one of

1 the normal one hundred eighty (180) instructional days; the District may elect to reduce scheduled hours
2 during times when students are not at school up to the number of hours scheduled for this planning day.

3
4 **Section 17.8. Longevity Pay.** In lieu of annual leave under Section 8.1, all less than twelve-month
5 employees shall earn longevity pay according to the following formula:

6
7 Years of Service

8

9 1-4 Years	.0412 x regularly scheduled hours paid per year
10 5-10 Years	.0617 x regularly scheduled hours paid per year
11 11 Years	.0658 x regularly scheduled hours paid per year
12 12 Years	.0700 x regularly scheduled hours paid per year
13 13 Years	.0740 x regularly scheduled hours paid per year
14 14 Years	.0781 x regularly scheduled hours paid per year
15 15-19 Years	.0822 x regularly scheduled hours paid per year
16 20 Years or More	.0924 x regularly scheduled hours paid per year

17

18 Longevity pay shall be figured on all regularly scheduled hours, including all paid leaves, but excluding
19 holidays and annual leave. Employees shall have an option of payment for annual leave either in the July
20 pay warrant or paid as a part of the annualized payroll pursuant to Article XVII of the Agreement.
21 Placement on the schedule for annual leave shall be established on September 1 of each year, based on the
22 number of years of continuous employment in the bargaining unit, provided that any year in which the
23 employee was paid for at least ninety (90) scheduled workdays shall count as a full year.

24
25 **Section 17.9.** Errors in underpayment and overpayment of employee salaries based on salary schedule
26 misplacement shall be corrected retroactively to the first day of the fiscal year in which District had actual
27 knowledge of the error. Claims for backpay or recoupment of overpayment based on salary schedule
28 misplacement shall be limited to this same period of time.

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31 **ARTICLE XVIII**

32
33 **MISCELLANEOUS PROVISIONS**

34
35 **Section 18.1. Equal Opportunity Employer.** The bargaining representative recognizes the School
36 District as an equal opportunity employer and agrees with and supports the goals of the District's
37 affirmative action policy.

38
39 **Section 18.2. No Strike Clause.** The Association and the District agree that the public interest requires
40 the efficient and uninterrupted performance of District services, and to this end pledge their best efforts to
41 avoid or eliminate any conduct contrary to this objective.

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46 The parties agree that there shall be no strikes, work stoppages or other concerted refusal to perform work
47 during the life of this Agreement.

1
2 The parties further agree that there shall be no lockout for the life of this Agreement.

3
4 **Section 18.3.** Employees shall notify the Personnel Office in writing of their intent to resign at least ten
5 (10) working days prior to their effective day of resignation.

6
7 **Section 18.4.** Employees shall be notified in writing of their employment status for the subsequent school
8 year no later than August 15 each year. Such notice shall indicate the (provisional) building assignment
9 and hours for the next school year. The District retains the right to revise any assignment after such notice
10 in accordance with the terms of this Agreement if operational needs so require.

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14 **ARTICLE XIX**

15
16 **TERM AND SEPARABILITY OF PROVISIONS**

17
18 **Section 19.1.** The term of this Agreement shall be September 1, 2009 to August 31, 2012.

19
20 **Section 19.2.** This Agreement may be reopened and modified at any time during its term upon mutual
21 consent of the parties in writing; provided, however, that this Agreement shall be reopened annually to
22 consider new legislation which impacts any provision of this Agreement. After October 1, 2010, the
23 parties will meet to discuss the formulation of a joint wage study of the local K-12 labor market.
24 Additionally, the Association, at its discretion, may open this Agreement for the 2011-12 school year, for
25 the purposes of negotiating Schedules A and B only. The Association shall notify the District by June 1,
26 2011 of its desire to invoke this limited reopener.

- 27
28 A. It is agreed and understood that matters appropriate for consultation and negotiation between the
29 District and the Association are policies and procedures relating to or affecting hours, wages, grievance
30 procedures and general working conditions of employees in the bargaining unit subject to this
31 Agreement.
32
33 B. The District will consult with the Association on any changes, concerns, or questions regarding
34 policies and procedures related to working conditions affecting employees governed by this
35 Agreement.
36

37 **Section 19.3.** If any provision of this Agreement or the application of any such provision is deemed
38 invalid, the remainder of this Agreement shall not be affected thereby.

39
40 **Section 19.4.** Neither party shall be compelled to comply to any provision of the Agreement which
41 conflicts with State or Federal statutes or regulations promulgated pursuant thereto.

42
43 **Section 19.5.** In the event either of the two (2) previous sections is determined to apply to any provision of
44 the Agreement, such provision shall be renegotiated pursuant to Section 19.2.

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46 **SIGNATURE PAGE**

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BREMERTON PROFESSIONAL
EDUCATION ASSOCIATION (BPEA),
AN AFFILIATE OF PUBLIC SCHOOL
EMPLOYEES OF WASHINGTON

BREMERTON SCHOOL DISTRICT

BY: signed by Yvonne Dean
Chapter President

BY: signed by Beverly Cheney
Superintendent

BY: signed by Deborah Leonard
Chapter President

DATE: April 16, 2009

DATE: April 30, 2009

**SCHEDULE A
BREMERTON PROFESSIONAL EDUCATION ASSOCIATION**

2009 – 2010 Wage Rates by Range

	<u>1st-2nd</u>	<u>3rd-4th</u>	<u>5th-6th</u>	<u>7th-8th</u>	<u>9th-10th</u>	<u>11th+</u>	<u>15th+</u>	<u>20th+</u>
<u>Range A*</u>	\$ 12.43	\$13.40	\$14.49	\$14.79	\$15.01	\$15.28	\$15.57	\$15.84
<u>Range B</u>	\$12.73	\$13.67	\$14.73	\$15.03	\$15.32	\$15.60	\$15.88	\$16.17
<u>Range C</u>	\$13.01	\$13.90	\$14.88	\$15.17	\$15.74	\$16.05	\$16.35	\$16.67
<u>Range D</u>	\$14.26	\$15.10	\$15.62	\$15.95	\$16.56	\$16.89	\$17.22	\$17.55
<u>Range E</u>	\$14.99	\$15.81	\$16.58	\$16.91	\$17.58	\$17.92	\$18.28	\$18.62
<u>Range F</u>	\$15.73	\$16.55	\$17.55	\$17.89	\$18.59	\$18.95	\$19.32	\$19.70
<u>Range G</u>	\$16.78	\$17.98	\$18.60	\$18.98	\$19.74	\$20.14	\$20.53	\$20.92
<u>Range H</u>	\$19.90	\$20.05	\$21.82	\$22.25	\$23.13	\$23.59	\$24.06	\$24.54
<u>Range I</u>	\$21.58	\$22.62	\$23.56	\$24.07	\$24.87	\$25.55	\$26.11	\$26.65

**Employees who qualify for medically fragile/aggressive/combative pay pursuant to Section 17.6 are paid at Range A plus \$0.50 per hour for elementary schools or Range A plus \$0.70 per hour for secondary schools; Morgan Center employees are paid at Range A plus \$0.78 per hour pursuant to Section 17.5.*

**SCHEDULE B
JOB TITLE RANGE PLACEMENT**

Range A

Clerical Assistant	WSTSC Clerical Assistant
Paraeducator	WSTSC Cosmetology Program Assistant
Paraeducator, Behavioral, Morgan Center	

Range B

ELL Paraeducator

Range C

Activities Secretary	Personnel Office Secretary/Receptionist
Assistant Principal Secretary	Prevocational Secretary
Attendance Secretary	Special Services Secretary/Receptionist
Counseling Secretary	Student Data Secretary
Graduation Requirements Specialist	

Range D

BHS Registrar	Routing Specialist
District Parent Volunteer Coordinator	Substitute Facilitator
Health Services Technician	WSTSC Bookkeeping Technician
Special Services Technician	WSTSC Secretary/Registrar
Student Data Coordinator	

Range E

Accounting Technician
Child Nutrition Services Office Coordinator
Facilities Office Coordinator
Transportation Office Coordinator

Range F

Accounts Payable Technician	Professional/Technical Education Coordinator
Elementary School Office Coordinator	Purchasing Coordinator
High School Office Coordinator	Renaissance High School Office Coordinator
Junior High School Office Coordinator	Special Programs Office Coordinator
Middle School Office Coordinator	Special Services Office Coordinator
Payroll Technician	Technology Services Help Desk Technician

Range G

District Cashier/Auditor
Vocational Evaluator
WSTSC Administrative Coordinator

Range H

District Information Systems Specialist	Interpreter (Hearing Impaired)
Fiscal Specialist	Payroll Specialist

Range I

Program/Grants Specialist

1 **Appendix A**

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4 **WHAT IS THE “WEINGARTEN RIGHT”?**

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6 The “Weingarten right” (Section 3.3 of the Agreement) requires that an employee be given the
7 opportunity to have union representation at an employer’s investigatory interview pertaining to the
8 discipline, discharge or suspension of that employee. This rule recognizes that the presence of an able
9 union representative at an investigatory interview may assist the employer in obtaining facts, and
10 may help both sides save valuable time in getting to the bottom of the issue. This opportunity includes
11 the following principles:

- 12
13 1. The employee must request Union representation.
- 14 2. Rescheduling a meeting to permit a Union Representative to be present may be
15 appropriate, but the unavailability of a Union Representative may not unreasonably
16 delay the investigation.
- 17 3. The right applies to situations where the employee reasonably believes the investigation
18 will result in disciplinary action. This right does not pertain to “run-of-the-mill-shop-
19 floor conversations” including but not limited to giving instructions, training or needed
20 correction to work techniques.
- 21 4. The Union Representative’s role is to assist the employee, not to disrupt or obstruct the
22 interview. The Representative’s role may include clarifying facts or suggesting other
23 employees with relevant knowledge.
- 24 5. If an employee requests Union representation, the employer may decide to continue the
25 investigation without interviewing the employee. The employer is not required to
26 justify the decision.

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

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN THE BREMERTON PROFESSIONAL EDUCATION ASSOCIATION (BPEA) AND THE BREMERTON SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XIX, SECTION 19.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. It is understood and agreed as follows:

Confidential Exemptions. The confidential exemptions from this bargaining unit are listed in Section 1.4 of the parties' collective bargaining agreement. However, if an employee in a current exempt administrative assistant to the Assistant Superintendent position leaves that position or if the District determines it will not rehire a second Assistant Superintendent, only one assistant superintendent administrative assistant will be exempt and the total number of exempt positions will be six (6).

This Letter of Agreement shall be effective September 1, 2009, shall remain in effect until August 31, 2012, and shall be attached to the current Collective Bargaining Agreement.

BREMERTON PROFESSIONAL
EDUCATION ASSOCIATION (BPEA),
AN AFFILIATE OF PUBLIC SCHOOL
EMPLOYEES OF WASHINGTON

BREMERTON SCHOOL DISTRICT

BY: signed by Yvonne Dean
Chapter President

BY: signed by Beverly Cheney
Superintendent

BY: signed by Deborah Leonard
Chapter President

DATE: April 16, 2009

DATE: April 30, 2009

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1. It is understood and agreed as follows:

The Bremerton School District and BPEA agree that during the life of the collective bargaining agreement, bargaining unit members shall be provided reasonable opportunities to make up any missed work due to changes to the school calendar below 180 student days. Such opportunity may include, but not limited to, training opportunities, staff meetings or other duties as defined on the employee's job description. District insurance contribution will be based on student days, i.e. 175 student days x 8 hours day = 1400 hours = 1.0 FTE.

This Letter of Agreement shall be effective September 1, 2009, shall remain in effect until August 31, 2012, and shall be attached to the current Collective Bargaining Agreement.

BREMERTON PROFESSIONAL
EDUCATION ASSOCIATION (BPEA),
AN AFFILIATE OF PUBLIC SCHOOL
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