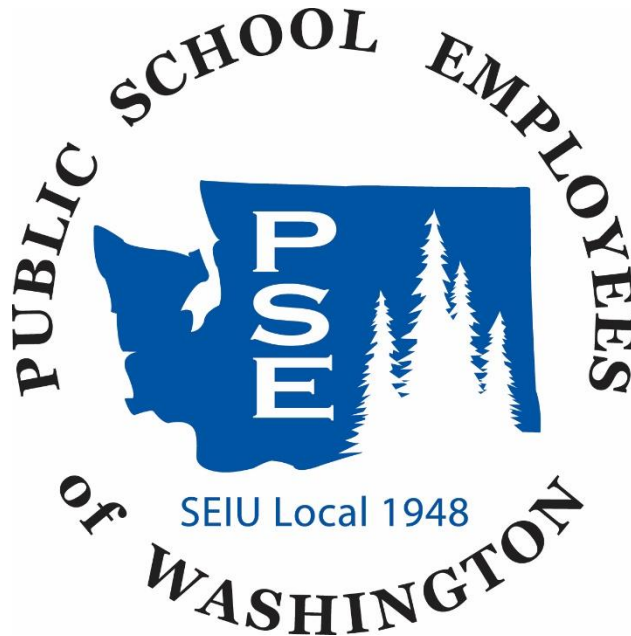


COLLECTIVE BARGAINING AGREEMENT BETWEEN
**BREMERTON PROFESSIONAL EDUCATION
ASSOCIATION (BPEA)**

AND

BREMERTON SCHOOL DISTRICT #100-C

SEPTEMBER 1, 2015 - AUGUST 31, 2018



Public School Employees of Washington/SEIU Local 1948
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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/SEIU Local 1948 (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

R E C O G N I T I O N A N D C O V E R A G E O F A G R E E M E N T

Section 1.1. Exclusive Representative.

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. Excluded Positions.

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. Applicability of Agreement.

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 Assistants/Specialists to the Superintendent's Office (2), the Finance and Operations Office (1), and the Personnel Office (3), a total of six (6) exempt positions.

Section 1.5. Creating or Substantial Changes to Positions.

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

1 negotiated with the Association. Negotiations on this topic will commence within ten working days of
2 the District's receipt of a request to bargain.

3
4 **Section 1.6. No Preferential Treatment.**

5 The employer will not give preference, in filling a vacancy, to a substitute or a temporary employee for
6 those "ability and performance" qualifications which such employee gains while working in such position.

7
8 **Section 1.6.1. Temporary Positions.**

9 Temporary positions lasting longer than sixty (60) calendar days shall be posted and considered
10 regular bargaining unit positions. The first day of the sixty (60) calendar day count begins the
11 first day a temporary employee works in that position, regardless of the number of temporary
12 employees placed into that position during the time period.

13
14 **Section 1.6.1.1.**

15 Temporary positions are positions of a limited duration not replacing a regular
16 employee.

17
18 **Section 1.6.2. Substitute Employee.**

19 Substitute employee: An employee who is employed by the District as a replacement for another
20 employee who is on leave or absent. Non-bargaining unit substitutes will be paid at 80% of Step
21 One of the position being subbed.

22
23 **Section 1.6.3. Bargaining Unit Substitutes.**

24 Substitutes who work longer than thirty (30) days in the current or immediately preceding school
25 year shall be included within the bargaining unit. The only provisions of the Agreement
26 applicable to substitute employees shall be Sections 3.1, 3.2, 6.2.1, 17.1, Article XIV excluding
27 Section 14.5, Article XV and Salary Schedule A. Bargaining unit substitutes shall be paid at Step
28 One of the position being subbed.

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30
31
32 **ARTICLE II**

33
34 **RIGHTS OF THE EMPLOYER**

35
36 **Section 2.1.**

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

- 41
- 42 1. To the executive management and administrative control of the school system and its properties
43 and facilities of its employees.
 - 44
 - 45 2. To make reasonable rules and regulations.
 - 46
 - 47 3. To determine the qualifications of all applicants and employees.

4. To determine the duties, responsibilities and assignments of its employees.
5. To require standards of performance acceptable to the District for any individual job position.
6. To terminate employees.

ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1. Non-Discrimination.

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.

Section 3.2. Union Representation.

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.

Section 3.3. Weingarten Rights.

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).

Section 3.4. Secure Storage.

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

Section 3.5. Civil and Safe Work Environment.

The District and the Association agree that all employees have the right to work in a respectful, safe and civil environment free from harassment, intimidation, bullying or retaliation. Any employee who has a concern is encouraged to report the concern and to seek resolution. Due process requirements do not allow the District to guarantee anonymity during the investigatory or resolution processes.

Section 3.5.1. Informal Process.

Employees are encouraged to first bring their concern directly to their fellow employee(s). A supervisor and association representative may be present to facilitate a resolution.

Section 3.5.2. Formal Process.

Employees may initiate a formal complaint process even if the informal complaint process is being utilized. All formal complaints shall be in writing and set forth the specific acts or circumstances alleged to have occurred. The administrator or Personnel Director will investigate the allegations and determine what, if any, corrective actions are necessary.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1. Association Rights and Responsibility.

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. Grievance or Discipline Notification.

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. Contract Availability.

The District shall provide each employee with a web-based or hard 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. The District and the Association will maintain a copy of the current collective bargaining agreement and salary schedule on their respective websites.

Section 4.4. Association Representatives Visits.

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.

Section 4.7. School Calendar.

Prior to the finalization of the school calendar, or any subsequent amendments thereto, the Association will be given an opportunity to review and provide input into the development of the calendar. The District will include an Association member as part of the District representation for the school calendar design process.

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ARTICLE V

ASSOCIATION REPRESENTATION

Section 5.1 Appropriate Matters

It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are policies and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 5.2

The District will consult with the Association on any changes, concerns, or questions regarding policies and procedures related to working conditions affecting employees governed by this Agreement.

Section 5.3. Labor Management Relations Committee.

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

Section 5.3.1. LMRC Minutes.

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

Section 5.3.2. LMRC Attendance.

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

Section 5.3.3. Negotiations Paid Release Time.

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 6.1. Employment Document.

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

Section 6.2. Regular Shift and Work Week.

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

Section 6.2.1. Rest and Meal Breaks.

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

Section 6.3. Length of Work Day.

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

Section 6.4. Approval for Extra Time.

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

Section 6.5. Extra Time Pay Rate.

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

Section 6.6. Working through Lunch Period.

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

Section 6.7. Overtime.

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

1 **Section 6.7.1. Compensatory Time.**

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

10
11 **Section 6.8. Emergency Closure or Emergency Early Release.**

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

16
17 **Section 6.9. Additional Position Time.**

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

25
26 **Section 6.10. Temporarily Filling a Posted Position.**

27 When a new position is created, a position is vacated or a long-term substitute (ten (10) or more
28 consecutive working days) or a temporary employee is needed, preference will be given to employees
29 within the building based on seniority to work the full shift of the position during the interim hiring
30 period, if the position provides more hours of employment or a higher pay range, provided that the
31 employee is qualified to perform the work and meets the requirements of the position and that the
32 educational program and student achievement are not adversely affected.

33
34 **Section 6.11 Emergency Certificated Subs (ECS).**

35 Employees working as a certificated substitute in the District shall receive their regular hourly rate of
36 pay or the certificated sub rate, whichever is higher. Any additional hours above their regular
37 assignment will be paid at the certificated substitute rate. If the classroom teacher cannot be replaced
38 by a regular certificated substitute, and the classroom paraeducator is an emergency certificated
39 substitute, the paraeducator shall be offered the opportunity to be the emergency certificated substitute
40 regardless of seniority ranking.

41
42 **Section 6.12 Volunteers.**

43 The District agrees not to erode the bargaining unit by replacing regular or laid off employees with
44 volunteers.

1 **Section 6.13 Summer School.**

2 All Summer School positions will be hired using the District BPEA seniority list. All paraeducator
3 positions (all ranges) shall be hired using district wide seniority for each position; each BPEA member
4 may apply for any and all positions for which they meet the minimum qualifications. The most senior
5 member has the right of first refusal. If a member applies for more than one position, he/she will need
6 to state a priority of which position is their first, second and/or third choice when applying for summer
7 school positions.
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9

10
11 **ARTICLE VII**

12
13 **HOLIDAYS**
14

15 **Section 7.1. Paid Holidays.**

16 All employees shall receive the following paid holidays that fall within their work year:

- | | | |
|----|---------------------------|--------------------------------|
| 17 | | |
| 18 | 1. New Year's Day | 7. Veterans' or Admissions Day |
| 19 | 2. Martin Luther King Day | 8. Thanksgiving Day |
| 20 | 3. Presidents' Birthday | 9. Friday after Thanksgiving |
| 21 | 4. Memorial Day | 10. Christmas Day |
| 22 | 5. Independence Day | 11. Day after Christmas |
| 23 | 6. Labor Day | *12. New Year's Eve Day |
| 24 | | |

25 * Twelve (12) month employees only.
26

27 **Section 7.2.**

28 Should a holiday occur while an employee is on paid annual leave, the employee shall be allowed to take
29 one extra day of vacation with pay in lieu of the holiday as such.
30

31 **Section 7.3.**

32 If an employee works on listed holidays, the employee will be paid time and one-half the regular rate of
33 the employee's salary in addition to the holiday pay.
34

35 **Section 7.4. Unworked Holidays.**

36 Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time
37 the holiday occurs. Employees who are on the active payroll on the holiday and have worked both their
38 last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, or are on
39 paid leave for such days, shall be eligible for pay for such unworked holiday.
40

41 **Section 7.5.**

42 Holidays will be observed as provided on the District's calendar. The Association will be given a copy of
43 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.

1 **Section 8.2.1. Industrial Insurance.**

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

7
8 **Section 8.2.2. Emergency Leave.**

9 Two (2) additional days of leave per year under this section may be used for emergency purposes
10 under the following conditions:

- 11
12 A. The problem must be suddenly precipitated, must be of such a nature that preplanning is not
13 possible, or where preplanning cannot relieve the necessity for the absence.
14
15 B. The problem cannot be of minor importance or of mere convenience, but must be serious. The
16 employee shall notify the Administration as soon as possible and shall complete application
17 for leave within three (3) days of returning to the job.
18
19 C. Unused emergency leave days shall accumulate as sick leave.
20

21 **Section 8.2.2.1. Sick Leave Buy Back.**

22 In January of the year following any year in which a minimum of sixty (60) days of leave
23 for illness or injury is accrued, and each January thereafter, any eligible employee may
24 exercise an option to receive remuneration for unused leave for illness or injury
25 accumulated in the previous year at a rate equal to one (1) day's monetary compensation
26 for the employee for each four (4) full days of accrued leave for illness or injury in excess
27 of sixty (60) days. Leave for illness or injury for which compensation has been received
28 shall be deducted from accrued leave for illness or injury at the rate of four (4) days for
29 every one (1) day's monetary compensation, provided no employee may receive
30 compensation under this section for any portion of leave for illness or injury which was
31 accumulated at a rate in excess of one (1) day per month.
32

33 **Section 8.2.2.2. Sick Leave Cash-Out, Resignation, Retirement or Death.**

34 Pursuant to RCW 28A.400.210(2), at the time of separation from school district
35 employment, an eligible employee or the employee's estate shall receive remuneration at a
36 rate equal to one (1) day's current monetary compensation for each four (4) full days
37 accrued leave for illness or injury, provided no employee may receive compensation under
38 this section for any portion of leave for illness or injury which was accumulated at a rate in
39 excess of one (1) day per month.
40

41 **Section 8.2.2.3.**

42 These sections shall be construed only as consistent with applicable law.
43

44 **Section 8.2.3. Leave For Family Care.**

45 The District shall allow an employee to use the employee's accrued sick leave or other paid leave
46 to care for a child of the employee under the age of eighteen (18) years with a health condition that
47 requires treatment or supervision or for a spouse, parent, parent-in-law or grandparent with a

serious health condition or an emergency condition in accordance with the provisions of RCW 49.12 and WAC 296-130. This section shall be construed only as consistent with applicable state law.

Section 8.2.4. Leave Sharing.

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

Section 8.3. Special Leave.

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

1. Death or serious health condition of a spouse, child, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandchild, uncle, aunt, niece, nephew, and/or person living in the immediate household or dependent.
2. "Serious health condition" shall be interpreted in a manner consistent with the Federal Family and Medical Leave Act.

Section 8.3.1.

Two of the five (5) days described previously may be allowed for the following reasons:

1. Death or serious health condition of a son-in-law or daughter-in-law.
2. Up to an additional two (2) days of the five (5) days may be granted if shown necessary for extended travel requirements.
3. In the event an employee has exhausted these five (5) days, and a second family member were to die in the same school year, the employee may use up to five (5) days sick leave for the second death.

Section 8.3.2.

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

Section 8.4. 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 under Section 8.2 of this Article. 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 shall not continue beyond the duration of the current school year, unless authorized in advance pursuant to Section 8.7 of this

Article. Failure to return to work after the end of any such leave(s) shall immediately terminate any potential employment relation with the District.

Section 8.5. Civic Leave.

The District shall grant leaves to staff for the days they are required to serve on a jury. The District shall grant a maximum of two (2) days leave (witness fees to be reimbursed to the District) to staff subpoenaed as witnesses in court or other legal proceedings; provided that a leave with pay shall not be granted to a staff member for a case brought or supported by a staff member, union, or association, or for a case in which the staff member has a direct or indirect interest in the proceedings.

Section 8.5.1.

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

Section 8.6. Adoption Leave.

An employee receiving a child through legal adoption may request paid leave and shall be granted no more than four (4) days. Such leave may be used for:

1. Travel to obtain child;
2. Required observation with child;
3. Court and legal procedures to finalize adoption.

Section 8.7. Leave Of Absence without Pay.

Seniority calculated as of August 31, 1998 shall be retained without adjustment for prior leaves of absence. Seniority continues to accrue during leaves of absences that only last during current school year under Section 8.7.1. Seniority is frozen during leaves of absences during the next school year under Section 8.7.2.

Section 8.7.1. Current Year.

During the current school year, absences other than those described above will not be allowed with pay, with the exception of disability leave due to childbearing or employee illness if sick leave benefits are exhausted.

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

Section 8.7.2. During The Next School Year.

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

1 **Section 8.7.2.1.**

2 Untimely application for a leave of absence without pay will be adequate reason for
3 refusal, but application by February 1 for leave to begin in September shall not be
4 considered untimely.

5
6 **Section 8.7.2.2.**

7 No sick leave benefits, seniority or salary increment will be earned during the leave of
8 absence, but benefits and seniority previously earned shall not be reduced or forfeited.

9
10 **Section 8.7.2.3.**

11 Notice of intent to return shall be given to the Director of Personnel in writing on or before
12 March 1 of the leave year. Every effort will be made to return the employee to the
13 position he or she held prior to taking the leave, subject to the terms and conditions of
14 Article IX.

15
16 **Section 8.7.3. Student Teaching Leave of Absence.**

17 Employees may request a leave of absence without pay, of no more than one year, to participate
18 in a university-sponsored student teaching program. At the expiration of the leave of absence,
19 every effort will be made to return the employee to the position he or she held prior to taking
20 the leave of absence, subject to the terms and conditions of Article IX.

21
22 **Section 8.8.**

23 The Employer may provide release time and/or reimbursement for employee's attendance at District
24 approved professional activities.

25
26 **Section 8.9. Personal Leave.**

27 Each non-probationary employee shall be entitled to two (2) personal leave days each school year
28 without a deduction from salary. Each employee may carry over one personal day for a cumulative
29 maximum of three (3) personal days. Such day must be scheduled in at least half-day increments. The
30 employee shall schedule the personal leave absence with the employee's administrative supervisor as
31 far in advance as possible. Requests for personal leave will be processed in order of receipt of
32 requests, and may be denied if a substitute is not available for employment. When notification is less
33 than twenty-four (24) hours in advance of absence, and in the event that a half-day substitute is not
34 available, a full day's personal leave must be taken.

35
36 The personal leave may not be scheduled to be taken during the first ten (10) days of the student school
37 calendar nor during the last ten (10) days of the student school calendar. The personal leave may not
38 be used to extend the Thanksgiving, Winter or Spring Breaks, or a three-day weekend. Exceptions to
39 the three-day weekend, student breaks and the beginning and end of school year rules may be granted
40 in special circumstances by the supervisor with right to appeal to the Director of Personnel. No
41 personal leave shall be available to any employee during any work stoppage or strike by any group of
42 employees against the District.

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ARTICLE IX

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 9.1. Seniority Date.

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

Section 9.2. Probationary Employees.

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

Section 9.2.1.

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

Section 9.3. Seniority Rights Lost.

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

- A. Resignation;
- B. Discharge for justifiable cause; or
- C. Retirement.

Section 9.4. Seniority Rights Not Lost.

Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident, industrial illness or judicial leave, except as provided herein;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves, except as provided herein;
- D. Time spent in layoff status as hereinafter provided; or
- E. Change in salary schedule ranges/RIF category, for RIF purposes.

Section 9.5. Vacancies.

The District has the right to determine the qualifications of applicants and to select the most qualified candidate for any open position. If two (2) or more bargaining unit employees apply for a new or open bargaining unit position, seniority by RIF category (Section 9.10) will be a factor considered by the District, although not necessarily determinative. If a senior applicant is not named to a vacancy, the District will provide the employee with a written rationale for the selection upon written request by the

1 employee. Should the employee make such a request, Association assistance and support is available.
2 The rationale provided to the employee will include an invitation to schedule a meeting to discuss the
3 rationale with the hiring administrator.
4

5 **Section 9.5.1. Seniority Tie Breaker.**

6 In cases of employees having the same hire date within a RIF category, such cases (ties) shall be
7 broken first by higher previous RIF category, second by district hire date in previous RIF category,
8 and third by lot in the presence of the President of the Association or designated representative.
9 Such determination shall be permanent.
10

11 **Section 9.5.2. Seniority Roster.**

12 The District shall prepare a seniority roster each School Year, no later than January 1.
13

14 **Section 9.6. Posting of Open/Vacant Positions.**

15 The District shall, as soon as the District determines that a vacancy exists, publicize within the bargaining
16 unit for three (3) working days the availability of open positions, prior to posting the position for an
17 additional five (5) working days for outside applicants. A copy of the job posting shall be forwarded to
18 the president of the Association. This may be satisfied by emailing an electronic version of the posting
19 to the Association president. The District may use a temporary to cover such a position for the time it
20 takes to post and fill the position. Interviews will be scheduled within ten (10) days of the closing,
21 interviews held within fifteen (15) workdays of the closing and offered within twenty-five (25)
22 working days of the closing. If the District cannot meet the timelines, it will communicate with the
23 Association.
24

25 **Section 9.6.1. Interview Granted.**

26 If any bargaining unit employee applies for a new or vacant bargaining unit position and meets all
27 the minimum qualifications for the position, the employee shall be granted an interview.
28

29 **Section 9.7. Layoff Status.**

30 Employees on layoff status shall file their addresses in writing with the Personnel Office of the District
31 and shall thereafter promptly advise the District in writing of any change of address.
32

33 **Section 9.8. Forfeiture of Reemployment – Layoff.**

34 An employee shall forfeit rights to reemployment as provided in Section 9.10 if the employee does not
35 comply with the requirements of Section 9.7, or if the employee does not respond to the offer of
36 reemployment within fifteen (15) days.
37

38 **Section 9.9. Substantially like Position – Layoff.**

39 An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued
40 benefits; provided, that such employee is offered a position in the same category which is at least seventy-
41 five percent (75%) equal in hours, pay, and benefits to that held prior to layoff.
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1 **Section 9.10. Reductions in Force.**

2 A reduction in work force, if required by levy failure, program reduction, budget reduction or lack of
3 work, shall be accomplished by the following steps:

- 4
- 5 1. The District will give notice of intention to layoff to employees for the following school year by
6 August 1st or within two weeks of adoption of the District's budget, whichever occurs first. Notices
7 of intention to layoff during the school year will be given with fifteen (15) working days notice.
8
 - 9 2. Categories for RIF shall be the same as range placement of positions on Schedule B (also known as
10 RIF categories).
11
 - 12 3. Seniority Procedure Steps
 - 13 a. An employee subject to layoff may displace the least senior employee in the same category, with
14 the same or fewer annual hours, provided the employee meets the qualifications for that position.
 - 15 b. In the event the above procedure is followed and the employee subject to layoff is not placed, if
16 the employee has established seniority in a lower paying category, the employee may displace the
17 least senior employee in that lower paying category with at least 75% annual compensation of the
18 bumping employee provided the employee meets the qualifications for that position.
 - 19 c. The person will be placed on the salary scale of the job accepted.
20
 - 21 4. Employment pools shall be created with the personnel being displaced because of the RIF. Personnel
22 shall remain in the pool(s) for twelve (12) months following displacement.
23
 - 24 a. To develop employment pools, all personnel will be classified in one or more of the categories
25 listed above.
26
 - 27 b. Personnel placed in the employment pools will be determined by reductions in each of the above
28 categories according to lack of seniority and qualifications.
29
 - 30 c. Personnel placed in the employment pools will be offered any open position in the same or lower
31 paying category for which they are qualified according to seniority and qualifications. The
32 immediately preceding sentence in no way effects the District's obligation to post open positions
33 in accordance with Section 9.6. of the Agreement.
34
 - 35 d. Employees shall accumulate seniority while on layoff.
36
 - 37 e. All employees who have been placed in the employment pools shall be reemployed before anyone
38 from outside the District is employed. Exceptions may be made if no one in the pools is qualified
39 for the position open.
40
 - 41 f. All personnel reemployed into different positions will have the opportunity to transfer back to their
42 original position if it becomes available.
43
 - 44 g. Any employee not reemployed and remaining in the pool will be placed on the District list of
45 substitutes for Instructional Assistants and Secretaries and will be used in that capacity before an
46 outside person.

1 **Section 9.11**

2 Employees who have served in a temporary position lasting 60 or more calendar days or who were
3 hired into an assignment but were not able to complete their probation period prior to the end of the
4 academic year, will maintain their hire date if rehired into the same or another position within 30
5 school days after the conclusion of their assignment. Summer School will not be counted as a school
6 day.

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10 **ARTICLE X**

11
12 **TRANSFERS**

13
14 **Section 10.1. Transfer Definition.**

15 A transfer is a reassignment to a different building, program, or job description.

16
17 **Section 10.2. Voluntary Transfer.**

18 A voluntary transfer in lieu of posting and filling a position pursuant to Article IX may be made upon the
19 mutual agreement of the employee, the Association and the District.

20
21 **Section 10.3. Involuntary Transfer.**

22 An involuntary transfer shall be made when it is in the best interest of the Employer. If the transfer is
23 involuntary and is to be a lesser pay scale, said employee shall suffer no loss in pay. Whenever possible,
24 involuntary transfers shall be made to the least senior employee in the job title.

25
26 **Section 10.4. Notice of Transfer.**

27 The Employer shall give the employee being transferred three (3) working days written notice before date
28 of involuntary transfer and a copy of such notice shall be sent to the Association president. After such
29 notice the employee has the right to discuss such transfer with the Director of Personnel or immediate
30 supervisor.

31
32 **Section 10.5. School Closure.**

33 Upon the closure of a school facility, the hours of employment in the receiving building(s) will be
34 assigned according to seniority.

35
36 **Section 10.6 Association Notification of Transfers.**

37 If the District deems program or student needs require seniority bypass for any transfers or denial of
38 transfers, prior to taking action, the district must supply the Association with the rationale.

39
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41
42 **ARTICLE XI**

43
44 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

1 **Section 11.1. Justifiable Cause.**

2 The District shall have the right to discipline or discharge an employee for justifiable cause. The issue of
3 justifiable cause shall be resolved in accordance with the grievance procedure hereinafter provided.
4 Before a decision is made as to any written disciplinary action, a conference will be held with the
5 employee to allow the employee the opportunity to explain the allegations. At such conference, the
6 employee has the right, upon request, to have an Association representative present. The employee will be
7 notified of the general nature of the allegations unless, in the District's judgement, notification would
8 compromise the investigation
9

10 **Section 11.2. Discharge for Good And Just Causes.**

11 Employees shall be subject to discharge for good and just causes, and must receive written notification of
12 the charges and notification of the right to request a pre-termination hearing. The employee may request
13 in writing, within five (5) working days of receipt of the notice, a hearing with the Director of Personnel to
14 review the charges. The employee may be accompanied at the hearing by person(s) of their choice.
15

16 If the Director of Personnel and the Superintendent believe that the charges justify discharge, the
17 Superintendent shall recommend to the Board of Directors that the employee be terminated. The
18 employee may request a review of the recommendation with the Board of Directors prior to action by the
19 Board. The Board of Directors shall take action on the recommendation.
20

21 **Section 11.2.1. Notice of Intent to Discharge.**

22 Except in extraordinary cases, and as otherwise provided in this Article, the District will give
23 employees two (2) weeks notice of intention to discharge.
24
25
26

27 **ARTICLE XII**

28 **INSURANCE AND RETIREMENT**
29
30

31 **Section 12.1. District Insurance Contribution.**

32 The Employer shall provide the current State funded medical coverage amount per FTE per month or the
33 premium amount toward the mutually approved insurance package for each employee. Employees
34 regularly scheduled less than 1,440 hours (herein "FTE") shall have their benefit prorated on an
35 annualized basis. (Subject to 1980/81 "grandfather") The District shall provide insurance benefits
36 consistent with State law. The unused portion of bargaining unit District insurance contribution monies
37 shall be pooled to supplement employee insurance costs, which exceed the District contribution.
38

39 **Section 12.1.1.**

40 The required contribution to the State Health Care Authority ("HCA") for Retiree Insurance
41 Benefits ("carve-out") shall not be entirely deducted from this contribution, or from the "pool,"
42 but shall be paid by the District up to an amount of forty-five dollars and fifty cents (\$45.50.).
43 One-half of any increases in the HCA carve-out above forty-five dollars and fifty cents
44 (\$45.50) per FTE per month shall be deducted from the monthly state funded amount for
45 insurance. The other half of such increases shall be paid by the District from other funds, not
46 including the "pool."
47

1 **Section 12.1.2.**

2 The number of months insurance benefits are paid will be determined by the number of months
3 remaining from the next payroll cutoff date after hire to August 31 of each year. If an employee
4 resigns, is terminated, or is on leave without pay prior to the end of the last day of work for that
5 position for the year, the monthly insurance payments end with the employee's final pay warrant.
6

7 **Section 12.1.3.**

8 Insurance benefits are not available to employees on leaves of absence without pay, but continuing
9 participation shall be allowed by prepayment of premiums by the employee as allowed by the
10 Insurance Carrier.
11

12 **Section 12.1.4.**

13 The insurance package available to bargaining unit employees shall be determined annually by
14 mutual agreement of the District and the Association. The Association shall participate in a
15 District-wide employee insurance committee, provided that employees on the committee shall not
16 suffer any loss of regular salary if a meeting requires them to attend on their regular work time.
17 Such package may contain one or more medical, dental, vision, life, disability or other insurance
18 plans. Certain plans may be mandatory for employee participation in order to obtain the best
19 available rates for employees.
20

21 **Section 12.1.5.**

22 The insurance package costs in excess of the District's monthly contribution or available insurance
23 pool funds will be deducted by the District from the employee's monthly salary. A
24 "Section 125/Cafeteria" type program/plan shall be implemented at the employee's option, to
25 cover out-of-pocket employee insurance premium costs, not covered by the District insurance
26 contribution or the insurance pool.
27

28 **Section 12.1.6.**

29 This section (12.1-12.1.6) shall reopen annually to conform to state law mandated changes only.
30

31 **Section 12.2. Personal Property.**

32 For personal property (excluding personal effects, wallets, purses, etc.) which is damaged or stolen on
33 school property and/or while employee is performing assigned duties, the Employer shall pay up to one
34 hundred dollars (\$100.00). Personal property shall be approved and registered with the Employer to be
35 eligible for coverage under this clause. Claimant will certify that the claim is valid and that the necessary
36 repairs will be made or that replacement will be made with a similar item.
37

38 In the event of damage to an employee's eyeglasses in the course of performing his or her duties and
39 by no fault of his or her own, the Employer shall pay up to \$100 for replacement cost.
40

41 In the event of damage to an employee's vehicle in an authorized parking area and/or while the employee
42 is performing assigned duties, the Employer shall pay the deductible amount of the employee's insurance
43 policy or two hundred and seventy-five dollars (\$275) whichever is less. The employee shall provide
44 proof of the deductible amount to claim reimbursement.
45

1 **Section 12.3. On-The-Job Injury or Accident Protection.**

2 If an on-the-job injury or accident occurs, the procedure is for the employee to contact the immediate
3 supervisor or his/her designee as soon as possible for necessary information. All employees of the
4 Bremerton School District are entitled to Industrial Insurance provided the criteria for such is met. Such
5 compensation may include wages, ambulance costs, medical, dental, eye glasses, and therapy.

6 **Section 12.4. Early Notification of Resignation or Retirement Stipend.**

7 The District shall provide a \$250 stipend for employees who provide the District with early
8 notification of their resignation for retirement purposes. In order to receive this stipend, employees
9 must submit written notification to the Personnel Office by 4:30 p.m. on June 1st. The purpose of this
10 stipend is to compensate employees for the extra time required to organize and remove personal effects
11 prior to retirement.

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15 **A R T I C L E X I I I**

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17 **P R O F E S S I O N A L D E V E L O P M E N T**

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19 **Section 13.1. Records of Professional Development.**

20 Written record of professional development, in-service training, workshops, other educational
21 achievements and orientation shall be made a part of the employee's personnel file.

22
23 **Section 13.2. Professional Development Funds.**

24 The District shall annually provide funds for employee professional development. In addition, the
25 District will annually provide five thousand dollars (\$5000.00) for paraeducator professional development.

26
27 **Section 13.3. Certification Incentive.**

28 Employees shall receive a one hundred dollars (\$100.00) incentive for obtaining and renewing District
29 pre-approved certification in a related field in a national or state professional organization.

30
31 **Section 13.4. District Paid Training.**

32 The District shall pay for employees to obtain training and shall pay for ESD or District sponsored
33 training directed at the academic areas for which the employee shall be tested as a condition of
34 continued employment. The District shall pay the testing fee for one (1) opportunity to take any test
35 required for continued employment.

36
37 **Section 13.5. Technology Training.**

38 The District shall provide technology training, e.g., e-mail, how to log on and printing, to all employees and
39 new hires and shall communicate ongoing training resources. At each building site, computers shall be
40 made available in various building locations to accommodate the needs of employees who are not regularly
41 assigned computer workstations. All attempts will be made to achieve a reasonable staff-to-computer ratio
42 at each building. Within seven days of assignment, an employee will secure access to a computer for five
43 minutes per day for email usage. Employees who are unable to secure computer access on a consistent
44 basis should meet with their supervisor to establish options for access and scheduling.

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ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1.

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

Section 14.2.

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

Section 14.3.

The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount not to exceed the regular monthly dues. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 14.4.

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

Section 14.5.

The District will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article. The Employer shall give a copy of this working agreement to each employee when hired.

Section 14.6.

Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee

1 and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations
2 Commission pursuant to RCW 41.56.122.

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6 **Section 14.7. Checkoff.**

7 The District shall deduct PSE dues or service charges from the pay of any employee who authorizes such
8 deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to
9 the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.

10
11 **Section 14.7.1. Classified Employee Report to the Association.**

12 The District shall submit a monthly report (to accompany the monthly transmission of dues to
13 PSE) to the Treasurer of PSE listing: the name, social security number, and amount of PSE dues
14 deducted for each bargaining unit employee. The District shall provide a list of current addresses
15 and telephone numbers of bargaining unit employees to the Association upon request.

16
17 **Section 14.7.2. Local Chapter Dues.**

18 The District shall deduct PSE local Chapter dues separately and remit such funds to the local
19 Chapter Treasurer on a monthly basis, or within thirty (30) days of the deduction of such dues.

20
21 **Section 14.8.**

22 The Association shall hold the District harmless for the administration of this Article done pursuant to this
23 Article.

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26
27 **ARTICLE XV**

28
29 **GRIEVANCE PROCEDURE AND ARBITRATION**

30
31 **Section 15.1. Definition Of A Grievance.**

32 A grievance is defined as an alleged violation of a specific article or section of this Agreement. An
33 individual employee, a group of employees or the bargaining unit representative may utilize the
34 provisions of the grievance procedure. Grievants may be accompanied by counsel or an advisor of
35 their own choosing. Grievances will be presented in the following steps and stated time lines must be
36 met.

37
38 **Section 15.2. Grievance Procedure.**

39
40 **Section 15.2.1. Step I.**

41 An employee having a grievance is strongly encouraged to first discuss it with his/her
42 immediate supervisor. The employee may elect to include a union representative in such
43 discussion. Within twenty (20) working days of the time a grievance arises, the employee will
44 present a written statement of grievance to the principal or immediate supervisor. Within five (5)
45 working days after presentation of the grievance, the principal or immediate supervisor shall
46 provide a written answer to the employee. The "Statement of Grievance" shall name the employee
47 involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference

1 all the provisions of this Agreement alleged to be violated, shall state the contention of the
2 employee with respect to these provisions, and shall indicate the specific relief requested.
3
4
5

6 **Section 15.2.2. Step II.**
7

- 8 a. If the grievance is not resolved in Step I, the grievant may, within ten (10) working days of
9 receipt of principal's or immediate supervisor's answer, submit to the Superintendent a
10 written "Statement of Grievance" signed by the grievant. A copy shall be given to the
11 principal or immediate supervisor and the Association at the same time.
12
13 b. The Superintendent or designee shall give the grievant an answer in writing no later than
14 ten (10) working days after receipt of the written grievance. If further investigation is
15 needed, additional time may be allowed by mutual agreement of the Superintendent and
16 the grievant.
17

18 **Section 15.2.3. Step III. Arbitration.**
19

20 **Section 15.2.3.1.**

21 Within fifteen (15) working days after receipt of the decision of the Superintendent, the
22 grievant may demand arbitration of the grievance provided that the Association believes
23 the grievance to be valid. Any grievance arising out of the interpretation or the application
24 of this Agreement shall then be submitted to arbitration under the Voluntary Labor
25 Arbitration Rules of the American Arbitration Association. The parties further agree to
26 accept the arbitrator's award as final and binding upon them.
27

28 **Section 15.2.3.2.**

29 No grievance may be advanced past Step II without Association participation and
30 approval.
31

32 **Section 15.2.3.3. Powers of The Arbitrator.**

33 It shall be the function of the arbitrator, empowered as limited below, after due
34 investigation, to make a decision in cases of alleged violation of the specific articles and
35 sections of this Agreement.
36

- 37 a. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify
38 any of the terms of this Agreement.
39
40 b. The Arbitrator shall have no power to establish salary structures or change any salary.
41
42 c. The Arbitrator shall have no power to rule on any of the following:
43
44 1. The termination of services of, or failure to reemploy, any probationary employee.
45 2. Any matter involving employee evaluation.
46

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

37 **Section 15.3. Appearance And Representation.**

38

- 39 a. Hearings held under this procedure shall be conducted at a time and place which will afford a fair
40 and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
41 Such hearings shall be conducted during non-school hours, unless there is mutual agreement for
42 other arrangements.
43
- 44 b. The Board and the grievant are responsible for the payment of their own representatives and
45 witnesses involved in any grievance meeting.
46

- 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

EVALUATIONS AND QUALIFICATIONS

Section 16.1. Performance Evaluations.

Performance evaluations will be conducted annually for the purpose of promoting: Professional Growth; Personal Growth; and Promoting Competence.

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

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

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

1
2 **Section 16.1.1.**

3 The evaluation form used shall be reviewed annually by the District and the Association upon the
4 request of either party. Any changes made on the form are subject to negotiations and consultation
5 pursuant to Section 19.2 this Agreement.
6

7
8 **Section 16.2. Personnel Files.**

9 The District shall maintain a personnel file for each employee, who will receive a copy of any derogatory
10 material entered in the file, including evaluations, reprimands or any other written complaints. The
11 employee may inspect the file with a representative of the District and, if the employee wishes, the
12 Association. The employee may make an inventory of the file and have it signed and dated by a
13 representative of the District, and may have copies made of any contents of the files. Cost of any
14 reproduction will be borne by the employee. An employee may attach comments to any material that is
15 placed in the personnel file.
16

17
18
19 **ARTICLE XVII**

20
21 **SALARIES AND EMPLOYEE COMPENSATION**
22

23 **Section 17.1.**

24 Employees shall be compensated in accordance with the provisions of this Agreement for all hours
25 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours
26 worked, and rates paid with each pay warrant.
27

28 **Section 17.1.1.**

29 Payroll warrants will be issued on the last banking day of the month. Employees are required to
30 have their payroll warrants direct deposited electronically into a designated bank account.
31

32 **Section 17.2.**

33 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in
34 Schedules A attached hereto and by this reference incorporated herein. Incremental increases shall be
35 granted on September 1 each year this Agreement is in effect for all employees who have worked at least
36 one-half (1/2) of their position's scheduled work year during the prior school year.
37

38 For the 2015-2016 school year, all rates on Schedule A shall be improved by the State percentage
39 increase for classified employee salaries, plus additional amounts as follows: Range A 2.6%, Range B
40 2%, Range C 3.1%, Range D 3.5%, Range E 2.5%, Range F 2.4%, Range G 1.9%, Range H
41 2.7%. The 2015/16 Range H indexing will be adjusted between step one (1st-2nd) and two (3rd-4th)
42 to 4.61% and between step two (3rd-4th) and three (5th-6th) to 4.6 %. The negotiated wage increases
43 shall be applied after the indexing is adjusted. All increases for 2015/16 shall be retroactive to
44 September 1, 2015.
45

46 For the 2016-2017 school year, all rates on Schedule A shall be improved by the State percentage
47 increase for classified employee salaries, plus additional amounts as follows: Range A 1%, Range B

1 1%, Range C 4.1%, Range D 4.5 %, Range E 3.5%, Range F 3.4%, Range G 2.9%, Range H 3.7%.
2 Additionally, any step index, in all ranges, that is less than 2% shall be increased to 2%. The negotiated
3 wage increases shall be applied after the indexing is adjusted.
4

5 For the 2017-2018 school year, all rates on Schedule A shall be improved by the State percentage
6 increase for classified employee salaries, plus additional amounts as follows: Range A 1%, Range B
7 1%, Range C 4.1%, Range D 4.5%, Range E 3.5%, Range F 3.4%, Range G 2.9%, Range H 3.7%.
8 For the 2015-2016, 2016-2017 and the 2017-2018 school years, the rates on Schedule A shall be
9 improved by the State percentage increase for classified employee salaries, if any, in the month such
10 State increases are effective. If the State grants a classified employee salary increase in a manner other
11 than the percentage method used in the past, the parties agree to reopen Schedule A solely for the
12 purpose of applying such increase to the salary schedule. If the legislature revokes the 2015-16 and
13 2016-17 temporary funding (1.2% and .6% respectively) for the state percentage increase for classified
14 employee salaries for the 2017-18 school year, the District will not reduce employee wages as a
15 result. For the 2017-2018 school year, the parties agree that the state percentage increase for classified
16 employee salaries will be adjusted to reflect the actual increase should the temporary funding be
17 rescinded.
18

19 **Section 17.2.1.**

20 BPEA employees assigned, transferred, or selected, to fill a position in a higher range, will be
21 paid at the first step of that range that provides for an increase in pay for the position being
22 temporarily vacated in order to fill the subbed position. An employee assigned, transferred or
23 selected to temporarily fill a position in the same or in a lower range shall be paid at the
24 employee's normal hourly rate of pay.
25

26 **Section 17.2.2.**

27 Employees regularly assigned to work in more than one job position shall be paid the appropriate
28 rate for hours worked in each position. The rate will be computed according to the salary schedule
29 in effect for each position, and the employee's step placement in the salary range.
30

31 **Section 17.2.3.**

32 Employees who are permanently assigned to a position with a higher salary range on Schedule A,
33 or whose position was reclassified into a higher range, shall be placed at the lowest step on that
34 range which provides a wage increase of at least twenty-five cents (\$0.25) per hour.
35

36 **Section 17.3.**

37 All employees will be paid in twelve (12) monthly warrants.
38

39 **Section 17.4.**

40 Should security checks, background checks, production of records, fingerprinting, inoculations,
41 vaccinations, immunizations, physical examinations, and related matters be required as a condition of
42 continuing employment with the District, the District agrees to negotiate the responsibility for incurring
43 the cost of such matters with the Association.
44

45 **Section 17.5.**

46 Paraeducators who are regularly assigned to provide medical assistance that requires training by a
47 health care professional (including OT/PT but not SLP) and integrated skills program paraeducators

shall be paid an additional fifty center (\$.50) per hour for elementary paraeducators or seventy cents (\$.70) per hour for secondary paraeducators. Special Services shall regularly work with building administrators to identify paraeducators who are working with students who meet the above criteria. Transition Program paraeducators shall receive an additional seventy cents (\$.70) per hour.

The District shall identify these positions by November 1st each school year, with the wage increase starting by the November pay warrant. For medically fragile students who enroll after November 1st each school year, the District shall determine the need for paraeducator assistance for a medical fragile student within thirty (30) working days, with medically fragile pay commencing by the next available month's pay warrant.

Section 17.6.

All paraeducators shall be scheduled and compensated for one planning day per year which shall be scheduled previous to the first day of instruction each year. This day may be included as one of the normal one hundred eighty (180) instructional days; the District may elect to reduce scheduled hours during times when students are not at school up to the number of hours scheduled for this planning day.

Section 17.7. Longevity Pay.

In lieu of annual leave under Section 8.1, all less than twelve-month employees shall earn longevity pay according to the following formula:

Years of Service

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

Longevity pay shall be figured on all regularly scheduled hours, including all paid leaves, but excluding holidays and annual leave. Employees shall have an option of payment for annual leave either in the July pay warrant or paid as a part of the annualized payroll pursuant to Article XVII of the Agreement. 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 17.8.

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

1 **Section 17.9 Transfer of previous experience.**

2 Employees who are verified to have worked in any Washington State public school district may be
3 entitled to longevity credit per RCW 28A.400.300.
4
5
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9

10 **ARTICLE XVIII**

11
12 **MISCELLANEOUS PROVISIONS**
13

14 **Section 18.1. Equal Opportunity Employer.**

15 The bargaining representative recognizes the School District as an equal opportunity employer and agrees
16 with and supports the goals of the District's affirmative action policy.
17

18 **Section 18.2. No Strike Clause.**

19 The Association and the District agree that the public interest requires the efficient and uninterrupted
20 performance of District services, and to this end pledge their best efforts to avoid or eliminate any conduct
21 contrary to this objective.
22

23 The parties agree that there shall be no strikes, work stoppages or other concerted refusal to perform work
24 during the life of this Agreement.
25

26 The parties further agree that there shall be no lockout for the life of this Agreement.
27

28 **Section 18.3.**

29 Employees shall notify the Personnel Office in writing of their intent to resign at least ten (10) working
30 days prior to their effective day of resignation.
31

32 **Section 18.4.**

33 Employees shall be notified in writing of their employment status for the subsequent school year no later
34 than August 15 each year. Such notice shall indicate the (provisional) building assignment and hours for
35 the next school year. The District retains the right to revise any assignment after such notice in
36 accordance with the terms of this Agreement if operational needs so require.
37
38
39

40 **ARTICLE XIX**

41
42 **TERM AND SEPARABILITY OF PROVISIONS**
43

44 **Section 19.1.**

45 The term of this Agreement shall be September 1, 2015 to August 31, 2018.
46

1 **Section 19.2.**

2 This Agreement may be reopened and modified at any time during its term upon mutual consent of the
3 parties in writing; provided, however, that this Agreement shall be reopened annually to consider new
4 legislation which impacts any provision of this Agreement.
5

6 **Section 19.3.**

7 If any provision of this Agreement or the application of any such provision is deemed invalid, the
8 remainder of this Agreement shall not be affected thereby.
9

10
11 **Section 19.4.**

12 Neither party shall be compelled to comply to any provision of the Agreement which conflicts with State
13 or Federal statutes or regulations promulgated pursuant thereto.
14

15 **Section 19.5.**

16 In the event either of the two (2) previous sections is determined to apply to any provision of the
17 Agreement, such provision shall be renegotiated pursuant to Section 19.2.
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SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

BREMERTON PROFESSIONAL
EDUCATION ASSOCIATION (BPEA)

BY: signed by
Edward Angelbeck, Chapter President

DATE: November 4, 2015

BREMERTON SCHOOL DISTRICT #100-C

BY: signed by
Aaron Leavell, Superintendent

DATE: November 4, 2015

SCHEDULE A
BREMERTON BPEA
September 1, 2015 – August 31, 2016

	YEARS							
	1 - 2	3 - 4	5 - 6	7 - 8	9 - 10	11+	15+	20+
Range A	\$13.70	\$14.72	\$15.87	\$16.19	\$16.42	\$16.71	\$17.01	\$17.30
Range B	\$13.93	\$14.92	\$16.03	\$16.35	\$16.65	\$16.95	\$17.24	\$17.55
Range C	\$14.57	\$15.51	\$16.55	\$16.86	\$17.46	\$17.79	\$18.11	\$18.45
Range D	\$15.60	\$16.50	\$17.05	\$17.40	\$18.05	\$18.40	\$18.75	\$19.11
Range E	\$16.49	\$17.35	\$18.17	\$18.52	\$19.22	\$19.58	\$19.96	\$20.32
Range F	\$17.33	\$18.19	\$19.25	\$19.60	\$20.34	\$20.72	\$21.11	\$21.51
Range G	\$17.96	\$19.22	\$19.87	\$20.27	\$21.06	\$21.48	\$21.89	\$22.30
Range H	\$21.88	\$22.89	\$23.94	\$24.36	\$25.29	\$25.78	\$26.28	\$26.78

SCHEDULE A – Wage Rates

Integrated skills program paraeducators and paraeducators who qualify for medically fragile pay pursuant to Section 17.5 are paid at Range A plus \$0.50 per hour for elementary schools or Range A plus \$0.70 per hour for secondary schools. Transition program para-educators are paid at Range A plus \$.70 per hour.

**2015 – 2016 SCHEDULE B
JOB TITLE RANGE PLACEMENT**

Range A

Clerical Assistant	WSTSC Clerical Assistant
Paraeducator	WSTSC Cosmetology Program Assistant
Transition Paraeducator	

Range B

ELL Paraeducator	Library Technician Paraeducator
CTE Paraeducator	Gear Up Technician

Range C

Assessment Technician	Gear Up Grant Coordinator
Activities Secretary	Graduation Requirements Specialist
Attendance Secretary	Special Services Secretary/Receptionist
Counseling Secretary	Student Data Secretary
Personnel Receptionist	Provocational Secretary
Assistant Principal Secretary	Highly Capable Program Secretary

Range D

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

Range E

Accounting Technician	Benefits Specialist
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
District Information Systems Specialist	District Cashier

Range G

District Auditor
Vocational Evaluator
WSTSC Administrative Coordinator

Range H

Fiscal Specialist	Interpreter (Hearing Impaired)
	Payroll Specialist

WHAT IS THE “WEINGARTEN RIGHT”?

The “Weingarten right” (Section 3.3 of the Agreement) 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 to 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 the decision.

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

**SETTLEMENT AGREEMENT
BREMERTON PROFESSIONAL EDUCATION ASSOCIATION AND
BREMERTON SCHOOL DISTRICT**

This Settlement Agreement ("Agreement") is made by and between the Bremerton School District (hereinafter referred to as "the District") and the Bremerton Professional Education Association (hereinafter referred to as "BPEA").

RECITALS

A. There is a dispute between the parties regarding the District's failure to post a new BPEA six- hour paraeducator position. Instead, this six hour position was filled by an employee filling a 4.25 hour position, after the District simply asked employees who were currently working within one building and who worked less than six hours if they were interested in filling this position. An employee who was working 4.25 hours was placed in the position, and the District then posted the vacated 4.25 hour position. The BPEA timely filed a grievance alleging that the District violated the parties' collective bargaining agreement by failing to post the six hour position.

B. The District responded to the grievance by denying it violated the parties' collective bargaining agreement. The matter continued through the grievance process, culminating in the BPEA demanding arbitration of the dispute in accordance with the parties' collective bargaining agreement.

C. In order to promote harmonious labor relations and avoid the deleterious effects of litigation, the parties now desire to settle and resolve the dispute identified above.

AGREEMENTS

1. The District hereby affirms that the requirements of the collective bargaining agreement related to posting of positions are binding and that these provisions preclude it from directly offering permanent positions to any employee without first posting the position in accordance with the provisions of the parties' collective bargaining agreement;

2. For purposes of application of Section 9.6, the District recognizes the following definition of "open position" which requires posting:

A) When a building is awarded additional hours during the school year, the building administrator will determine the program needs for the awarding of the hours.

B) If the building administrator determines to award of an assignment of at least four hours to a single employee, the position will be posted as in Section 9.6.

C) If the building administrator determines that additional building hours will be divided amongst current building employees, then employee(s) may be awarded up to two hours per day / ten hours per week to his/her existing assignment of hours without the need to post the position. Any hours remaining will be posted per Section 9.6.

3. The District agrees that it will advise, in writing, all building principals and District administrators of the parties' understandings regarding the requirement to post all new and or open positions and positions outlined above, on a yearly basis. The District will also remind, in writing, all building principals and District administrators that positions lasting more than 60 calendar days must be posted as outlined above. To ensure that these positions are posted appropriately, the District agrees to provide the union a list of temporary positions "per building," on a monthly basis, including the date the positions was filled and who is filling such position;

4. In consideration of 1-5 above, PSE will withdraw, with prejudice, its demand to arbitrate this dispute.

5. The parties further agree that this Agreement constitutes full and final settlement of any and all claims arising out of or connected with the events leading to this grievance and this Agreement.

6. The parties further agree that each shall bear their own costs of litigation.

7. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. The parties shall not be bound to any different, additional or further agreements or understandings except as consented to in writing by them.

Dated: October 24, 2013

Bremerton School District

By: Denise Zasko

Dated: October 24, 2013

Bremerton Professional Education
Association

By: Edward E. Angelbeck
Edward E. Angelbeck
Chapter President

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN BREMERTON PROFESSIONAL EDUCATION ASSOCIATION (BPEA) AND THE BREMERTON SCHOOL DISTRICT #100-C. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XIX, SECTION 19.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

When the following employee is employed as a secondary paraeducator, who is regularly assigned to students that exhibit aggressive/combative behaviors, he will be eligible to receive an additional seventy (\$.70) per hour. If this employee is no longer regularly assigned to students that exhibit aggressive/combative behavior at the secondary level, the employee will no longer be eligible for the additional amount.

The eligible employee is as follows:

- Matt Dotterweich @ BHS (Shield Program)

This Letter of Agreement shall become effective September 1, 2015, shall remain in effect until August 31, 2018, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEUI Local 1948

BREMERTON PROFESSIONAL EDUCATION
ASSOCIATION (BPEA)

BREMERTON SCHOOL DISTRICT #100-C

BY: signed by
Edward Angelbeck, Chapter President

BY: signed by
Aaron Leavell, Superintendent

DATE: November 4, 2015

DATE: November 4, 2015

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN THE BREMERTON PROFESSIONAL EDUCATION ASSOCIATION 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:

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, 2015, shall remain in effect until August 31, 2018, and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

BREMERTON PROFESSIONAL
EDUCATION ASSOCIATION (BPEA)

BREMERTON SCHOOL DISTRICT #100-C

BY: signed by
Edward Angelbeck, Chapter President

BY: signed by
Aaron Leavell, Superintendent

DATE: November 4, 2015

DATE: November 4, 2015

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF BREMERTON BPEA AND THE BREMERTON SCHOOL DISTRICT #100-C.

The parties agree:

The current employee performing secretarial work within the Highly Capable Program shall be grandfathered in such that she will not be required to pay any back union dues. Starting April 1, 2015, the employee currently filling this position shall be required to join the union and pay union dues. Her current rate of pay, (\$16.44) shall remain the same for the duration of her continued employment in this position or until such time as Range "C", step one is increased to or above \$16.44, at which time the current employee will receive the same increases that Range "C", step one receives.

When the current employee vacates this position or does not join the union, this position shall be placed in Range "C" on the salary schedule and the normal posting and hiring process followed.

This Memorandum of Understanding shall become effective September 1, 2015 and shall remain in effect until August 31, 2018.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

BREMERTON PROFESSIONAL
EDUCATION ASSOCIATION (BPEA)

BREMERTON SCHOOL DISTRICT #100-C

BY: signed by
Edward Angelbeck, Chapter President

BY: signed by
Aaron Leavell, Superintendent

DATE: November 4, 2015

DATE: November 4, 2015