

COLLECTIVE BARGAINING AGREEMENT BETWEEN

**BREMERTON PROFESSIONAL EDUCATION
ASSOCIATION (BPEA) #923**

AND

BREMERTON SCHOOL DISTRICT #100-C

SEPTEMBER 1, 2021 - AUGUST 31, 2024



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

RECOGNITION AND COVERAGE OF AGREEMENT

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 Human Resources Supervisor 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 Human Resources Offices (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 negotiated with the Association. Negotiations on this topic will commence within ten working days of the District's receipt of a request to bargain.

Section 1.6 Temporary Positions

Temporary positions lasting longer than forty-five (45) working days shall be posted and considered regular bargaining unit positions. For the purpose of Section 1.6, working days are considered the working days on the work year calendar for the position. The first day of the forty-five (45) working day count begins the first day a temporary employee works in that position, regardless of the number of temporary employees placed into that position during the time period.

Section 1.6.1

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

Section 1.7 Substitute Employee

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

Section 1.7.1 Retire/Rehire Substitutes

Any employee who is a retired Bremerton School District employee that returns to work as a substitute within the BPEA bargaining unit shall be compensated at the Step 2 rate of the applicable pay range.

Section 1.8 Bargaining Unit Substitutes

Substitutes who work longer than thirty (30) days in the current or immediately preceding school year shall be included within the bargaining unit. The only provisions of the Agreement applicable to substitute employees shall be Sections 3.1, 3.2, 6.2.1, 17.1, Article XIV excluding Section 14.3, Article XV and Salary Schedule A. Bargaining unit substitutes shall be paid at Step One of the position being subbed. Substitute employees shall earn and use sick leave per Washington State chapter 49.46 RCW.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1

The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the provisions of this Agreement, the laws and Constitution of

the State of Washington and of the United States, including, but without limiting, the generality of the foregoing rights:

1. To the executive management and administrative control of the school system and its properties and facilities of its employees.
2. To make reasonable rules and regulations.
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 Chapter 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 representative, 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.**) Annually the District shall provide training to administrators regarding Weingarten rights.

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 Human Resources Supervisor will investigate the allegations and determine what, if any, corrective actions are necessary.

Section 3.6 Equal Opportunity Employer

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

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 District of any grievance response or disciplinary actions of any employee in the unit in accordance with the provisions of the Discharge (Article XI) and Grievance Procedure Articles (Article XV) 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 fifteen (15) days per year to attend local, regional or State meetings. The

Association shall reimburse to the District the salary of the substitute if utilized to replace employees on Association leave. The Association shall not be required to reimburse the District for meetings with the District, i.e., labor management, investigatory meetings, and grievance meetings.

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.

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 Policies and Procedures

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 jointly in a shared and circulated to those in attendance, provided such minutes are subject to correction if recorded incorrectly.

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

LMRC meetings will accommodate the work schedules of all employees if release time is not provided.

Section 5.4 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 work week, which shall not be changed permanently without prior notice to the employee of one (1) calendar week except in emergencies.

Section 6.3 Length of Day

The length of the workday 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 Rest Breaks and Meal Period

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 6.5 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 6.6 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 6.7 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 6.8 Overtime

All time in excess of forty (40) hours worked per week shall be paid at one and one-half (1.5) 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.

Section 6.8.1 Compensatory Time

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

Section 6.9 Emergency Closure or Emergency Early Release

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

Section 6.9.1 School Calendar less than 180 days

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.

Section 6.10 Additional Position Time

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

Section 6.11 Temporarily Filling a Posted Position

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

Section 6.12 Emergency Certificated Subs (ECS)

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

Section 6.13 Volunteers

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

Section 6.13.1 AmeriCorps Volunteers

Prior to utilizing any AmeriCorps volunteers, the District shall engage in the following process:

1. The District will meet with the appropriate, designated BPEA officer prior to submitting a grant application for AmeriCorps volunteers;
2. 10 days prior to the meeting, the District shall provide the designated BPEA officer the District's grant proposal;
3. The designated BPEA officer will have the opportunity to provide input at the meeting referenced above.

Section 6.14 Summer School

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

Section 6.15 Club Advisors

Employees may make a request to their building administrator to use discretionary building funds to pay school-sponsored club advisors. Nothing in this section is intended to infer that this work is included as bargaining unit work.

Section 6.16 Email Time

Within seven days of assignment, an employee will secure access to a computer for five minutes per day for email usage. Employees who are unable to secure computer access on a consistent basis should meet with their supervisor to establish options for access and scheduling.

Section 6.17 New Employee Training

The District will take input from the Association regarding new employee onboarding and training at monthly LMRC meetings. Additional meetings can be scheduled as needed.

ARTICLE VII

HOLIDAYS

Section 7.1 Paid Holidays

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

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

* Twelve (12) month employees only.

Section 7.2 Holidays while on Annual Leave

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

Section 7.3 Work on Holidays

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

Section 7.4 Unworked Holidays

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

Section 7.5 Holidays per District's Calendar

Holidays will be observed as provided on the District's calendar. The Association will be given a copy of such calendar at the beginning of each school year.

ARTICLE VIII

LEAVES

Section 8.1 Annual Leave

Section 8.1.1 Twelve-month Employees

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

<u>Years of Service</u>	<u>Allotted Days</u>
1-4 Years	12 days per year
5-10 Years	18 days per year
11-15 Years	21 days per year
16-20 Years	24 days per year
21+ Years	25 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 Accumulation of Annual Leave

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

Section 8.1.3 Approval Process

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

Section 8.1.4 Unforeseen Conditions

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

Section 8.1.5 Vacation Cash Out

Twelve-month employees, with greater than ten (10) years of service in the District shall, upon request, be allowed to cash out up to seven (7) days per year at their regular hourly rate.

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 Industrial Insurance

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.

Section 8.2.2 Emergency Leave

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

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

Section 8.2.3 Sick Leave Buy Back

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

Section 8.2.4 Sick Leave Cash-Out, Resignation, Retirement or Death

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

Section 8.2.5

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

Section 8.2.6 Leave for Family Care

The District shall allow an employee to use the employee's accrued sick leave or other paid leave to care for a child of the employee under the age of eighteen (18) years with a health condition that 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 8.2.7 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 8.4 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 8.8 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

Section 8.5.1 Jury Duty

The District shall grant leaves to staff for the days they are required to serve on a jury.

Section 8.5.2 Witness

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.

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

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.

Section 8.7.2.1 Application Timeline

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

Section 8.7.2.2 Intent to Return

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

Section 8.7.3 Student Teaching Leave of Absence

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

Section 8.8 Professional Leave

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

Section 8.9 Personal Leave

Each non-probationary employee shall be entitled to two (2) personal leave days each school year without a deduction from salary. Each employee may carry over two (2) personal days for a cumulative maximum of five (5) personal days. Such day must be scheduled in at least two (2) hour increments. The employee shall schedule the personal leave absence with the employee's administrative supervisor as far in advance as possible. Requests for personal leave will be processed in order of receipt of requests, and may be denied if a substitute is not available for employment. When notification is less than twenty-four (24) hours in advance of absence, and in the event that a half-day substitute is not available, a full day's personal leave must be taken.

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

Section 8.10 Paid Family Medical Leave (PFML)

The District shall comply with the statutes and regulations of the Washington Paid Family Medical Leave Act.

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 9.1.1 Seniority Tie Breaker

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

Section 9.1.2 Seniority Roster

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

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

Section 9.6 Posting of Open/Vacant Positions

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

Section 9.6.1 Interview Granted

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

Section 9.6.2 No Preferential Treatment

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

Section 9.7 Reductions in Force

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

1. The District will give notice of intention to layoff to employees for the following school year by August 1st or within two weeks of adoption of the District's budget, whichever occurs first. Notices of intention to layoff during the school year will be given with fifteen (15) working days notice.

2. Categories for RIF shall be the same as range placement of positions on Schedule B (also known as RIF categories).
3. Seniority Procedure Steps
 - a. An employee subject to layoff may displace the least senior employee in the same category, with the same or fewer annual hours, provided the employee meets the qualifications for that position.
 - b. In the event the above procedure is followed and the employee subject to layoff is not placed, if the employee has established seniority in a lower paying category, the employee may displace the least senior employee in that lower paying category with at least 75% annual compensation of the bumping employee provided the employee meets the qualifications for that position.
 - c. The person will be placed on the salary scale of the job accepted.
4. Employment pools shall be created with the personnel being displaced because of the RIF. Personnel shall remain in the pool(s) for twelve (12) months following displacement. Employees placed in the employment pool shall file their addresses in writing with the Human Resources Office of the District and shall thereafter promptly advise the District in writing of any change of address. An employee shall forfeit rights to reemployment as provided herein if the employee does not keep their address updated with the District, or if the employee does not respond to the offer of reemployment within fifteen (15) days.
 - a. To develop employment pools, all personnel will be classified in one or more of the categories listed above.
 - b. Personnel placed in the employment pools will be determined by reductions in each of the above categories according to lack of seniority and qualifications.
 - c. Personnel placed in the employment pools will be offered any open position in the same or lower paying category for which they are qualified according to seniority and qualifications. The immediately preceding sentence in no way effects the District's obligation to post open positions in accordance with Section 9.6. of the Agreement.
 - d. Employees shall accumulate seniority while on layoff.
 - e. All employees who have been placed in the employment pools shall be reemployed before anyone from outside the District is employed. Exceptions may be made if no one in the pools is qualified for the position open. An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position in the same category which is at least seventy five percent (75%) equal in hours, pay, and benefits to that held prior to layoff.
 - f. All personnel reemployed into different positions will have the opportunity to transfer back to their original position if it becomes available.

- g. Any employee not reemployed and remaining in the pool will be placed on the District list of substitutes for Instructional Assistants and Secretaries and will be used in that capacity before an outside person.

Section 9.8 Temporary Position and Seniority

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

ARTICLE X

TRANSFERS

Section 10.1 Transfer Definition

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

Section 10.2 Voluntary Transfer

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

Section 10.3 Involuntary Transfer

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

Section 10.3.1 Notice of Transfer

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

Section 10.4 School Closure

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

Section 10.5 Association Notification of Transfers

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

ARTICLE XI

DISCIPLINE, DISCHARGE OF EMPLOYEES, AND RESIGNATION

Section 11.1 Justifiable Cause

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

Section 11.2 Discharge for Good and Just Causes

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

If the Human Resources Supervisor and the Superintendent believe that the charges justify discharge, the Superintendent shall recommend to the Board of Directors that the employee be terminated. The employee may request a review of the recommendation with the Board of Directors prior to action by the Board. The Board of Directors shall take action on the recommendation.

Section 11.3 Notice of Intent to Discharge

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

Section 11.4 Intent to Resign

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

Section 11.5 Reasonable Assurance

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

ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1 District Insurance Contribution

The Employer shall provide all mandatory and optional insurance benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the Washington State Health Care Authority and SEBB.

Employees interested in SEBB benefits should reach out to the Human Resources Department.

Section 12.1.1 Benefits while on Leave of Absence

Insurance benefits are not available to employees on leaves of absence without pay, but continuing participation shall be allowed by prepayment of premiums by the employee as allowed under the rules and regulations of SEBB and the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Section 12.2 Personal Property

For personal property (excluding personal effects, wallets, purses, etc.) which is damaged or stolen on school property and/or while employee is performing assigned duties, the Employer shall pay up to one hundred fifty dollars (\$150.00). Personal property shall be approved and registered with the Employer to be eligible for coverage under this clause. Claimant will certify that the claim is valid and that the necessary repairs will be made or that replacement will be made with a similar item.

In the event of damage to an employee's eyeglasses in the course of performing his or her duties and by no fault of his or her own, the Employer shall reimburse the employee up to two hundred dollars (\$200.00) for the replacement cost. Should this reimbursement amount not cover the out-of-pocket cost for the employee, an employee may contact Human Resources to seek additional reimbursement. Such additional reimbursement will be subject to District approval.

In the event of damage to an employee's vehicle in an authorized parking area and/or while the employee is performing assigned duties, the Employer shall pay the deductible amount of the employee's insurance policy or five hundred dollars (\$500) whichever is less. The employee shall provide proof of the deductible amount to claim reimbursement.

Section 12.3 On-The-Job Injury or Accident Protection

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

Section 12.4 Early Notification of Resignation or Retirement Stipend

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

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

Section 13.1 Records of Professional Development

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

Section 13.2 Professional Development Funds

The District shall annually provide funds for employee professional development. In addition, the District will annually provide five thousand dollars (\$5,000.00) for paraeducator professional development.

Section 13.3 District Paid Training

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

Section 13.4 Technology Training

The District shall provide technology training, e.g., e-mail, how to log on and printing, to all employees and new hires and shall communicate ongoing training resources. At each building site, computers shall be made available in various building locations to accommodate the needs of employees who are not regularly assigned computer workstations. All attempts will be made to achieve a reasonable staff-to-computer ratio at each building

Section 13.5 Educational Incentive

Employees may receive one of the following stipends: fifty cents (\$0.50) per hour for an Associate's Degree, seventy-five cents (\$0.75) per hour for a Bachelor's Degree upon submission of official transcript from accredited educational institutions, or thirty-five cents (\$0.35) per hour for a pre-approved certification relating to your current position and pre-approved by your supervisor.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1 Membership

The District and PSE/SEIU1948 understand that at the center of our labor management relationship is the shared interest in providing the best services to the public. Therefore, it is the expectation of both PSE/SEIU1948 and the District that the District representatives shall remain neutral on the issue of union membership and respect all employees decisions to join and maintain membership in their exclusive professional advocacy organization PSE/SEIU1948 pursuant to RCW 41.56.140. All bargaining unit employees shall have the option of joining and maintaining membership in PSE/SEIU1948 upon employment with the District in a bargaining unit.

Section 14.2 Membership Rescission

Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to PSE/SEIU1948, following the constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, PSE/SEIU1948 shall inform the District of the employee's non-member status consistent with the notification section 14.4.

Section 14.3 New Hire Notification

The District shall notify the Union in writing of all new hires within ten (10) business days of when such employees are approved to work for the district as a substitute, temporary, or regular employee in any job title set forth on the Schedule B of this Agreement, including name, home mailing address, phone number, job title, work email, work location and hire date. The Employer shall give a copy of this working agreement to each employee when hired.

Section 14.4 Dues and Checkoff

PSE/SEIU1948 shall provide the District with a full and complete list of bargaining unit employees who are current members of PSE/SEIU1948, and shall provide updates, additions, and/ or other changes in membership status to the District upon request. The District agrees to accept dues authorizations via voice authorization or by E-signature in accordance with "E-SIGN". PSE/SEIU1948 will provide a list of those members who have agreed to union membership via voice authorization. In addition, upon request, access to the District to the .wav files associated with the voice authorization. PSE/SEIU1948 will be the custodian of the records related to voice/E-signature authorizations. PSE agrees that, as the custodian of the records, it has the responsibility to ensure the accuracy and safe keeping of those records.

Section 14.5 Checkoff

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

Section 14.5.1 Classified Employee Report to the Association

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

Section 14.5.2 Local Chapter Dues

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

Section 14.6 Administration of Article

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

Section 14.7 New Hire Orientation

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

Section 14.8 Committee on Political Education (COPE)

The District shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for the Committee on Political Education and shall transmit the same to the Union on a check separate from the Union dues transmittal check. The employee may revoke the request at any time. At least annually, the employee shall be notified by the PSE State Office about the right to revoke the request. The Association will indemnify, defend, and hold the District harmless against any claims, suits, orders, and/or judgments against the District on account of any deduction under this Section.

ARTICLE XV

GRIEVANCE PROCEDURE AND ARBITRATION

Section 15.1 Definition of a Grievance

A grievance is defined as an alleged violation of a specific article or section of this Agreement. An individual employee, a group of employees or the bargaining unit representative may utilize the provisions of the grievance procedure. Grievant(s) may be accompanied by counsel or an advisor of their own choosing. Employees shall have twenty (20) working days to file a written grievance from the time an alleged violation of the contract arises, as outlined in Section 15.2.1. below. Grievances will be presented in the following steps and stated timelines must be met.

Section 15.2 Grievance Procedure

An employee having a grievance is strongly encouraged to first discuss it with his/her immediate supervisor. The employee may elect to include a union representative in such discussion.

Section 15.2.1 Step I

The employee may elect to include a union representative in such discussion. Within twenty (20) working days of the time a grievance arises, the employee will present a written statement of grievance to the principal or immediate supervisor. Within five (5) working days after presentation of the grievance, the principal or immediate supervisor shall provide a written answer to the employee. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested.

Section 15.2.2 Step II

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

Section 15.2.3 Step III Arbitration

Section 15.2.3.1

Within fifteen (15) working days after receipt of the decision of the Superintendent or designee, the grievant may demand arbitration of the grievance

provided that the Association believes the grievance to be valid. Any grievance arising out of the interpretation or the application of this Agreement shall then be submitted to arbitration. The parties further agree to accept the arbitrator's award as final and binding upon them.

Section 15.2.3.2

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

Section 15.2.3.3 Powers of the Arbitrator

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

- a. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. The Arbitrator shall have no power to establish salary structures or change any salary.
- c. The Arbitrator shall have no power to rule on any of the following:
 1. The termination of services of, or failure to reemploy, any probationary employee.
 2. Any matter involving employee evaluation.
- d. The Arbitrator shall have no power to change any practice, policy, or rule of the Board nor to substitute the Arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy rule, or any action by the Board.
- e. The Arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.
- f. If either party disrupts the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an Arbitrator on which the Arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- g. The fees and expenses of the Arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- h. All claims for back wages, as a result of a grievance, shall be limited to the amount of wages that the employee would otherwise have earned, less

any unemployment or other compensation that the employee may have received from any source during the period of back pay.

- i. If the claim is upheld, and it is determined that the employee owes unemployment compensation, the Employer will be required to pay the unemployment withheld from the back wages to the Employment Security Department.

No decision in any case shall require a retroactive wage adjustment in any other case.

- j. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator in this Agreement.

Section 15.3 Appearance and Representation

- 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 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 PERSONNEL FILES

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; including non-supervisory certificated employees) 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.

Section 16.1.1 Evaluation Form Review

The evaluation form used shall be reviewed annually by the District and the Association upon the request of either party. Any changes made on the form are subject to negotiations and consultation pursuant to Section 18.2 this Agreement.

Section 16.2 Personnel Files

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

Section 16.3 Supervisor Working File

Employee may inspect their supervisor's working file at any time.

ARTICLE XVII

SALARIES AND EMPLOYEE COMPENSATION

Section 17.1

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

Section 17.1.1 Issuing of Payroll Warrants

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

Section 17.2 Salaries

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

- a. For the 2021-22 school year see Schedule A (retroactive to the first assigned workday of the 2021-22 school year.
- b. For the 2022-3 school year, the base wage rates in Schedule A will be increased by the greater of either (1) 4% or (2) the implicit price deflator (IPD) plus 0.5%.
- c. For the 2023-24 school year, the base wage rates in Schedule A will be increased by the greater of either (1) 3% or (2) the implicit price deflator (IPD) plus 1%.

Section 17.3 Temporary Placement in Higher Range

BPEA employees assigned, transferred, or selected, to fill a position in a higher range, will be paid at the first step of that range that provides for an increase in pay of at least seventy-five (\$0.75) for the position being temporarily vacated in order to fill the subbed position. An employee assigned, transferred or selected to temporarily fill a position in the same or in a lower range shall be paid at the employee's normal hourly rate of pay.

Section 17.4 More than one Job Position

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

Section 17.5 Permanent Placement in Higher Range

Employees who are permanently assigned to a position with a higher salary range on Schedule A, or whose position was reclassified into a higher range, shall be placed at the lowest step on that range which provides a wage increase of at least seventy-five cents (\$0.75) per hour.

Section 17.6 Pay Warrant

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

Section 17.7 Documentation

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

Section 17.8 Assignment for Medically Fragile

Paraeducators who are regularly assigned to provide medical assistance that requires training by a health care professional (including OT/PT but not SLP), and integrated skills program paraeducators shall be paid an additional fifty cents (\$.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 17.9 Planning Day

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 17.10 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:

<u>Years of Service</u>	<u>Rate x regularly scheduled hours paid per year</u>
1-4 Years	.0423 x regularly scheduled hours paid per year
5-10 Years	.0635 x regularly scheduled hours paid per year
11-15 Years*	.0740 x regularly scheduled hours paid per year
16-20 Years	.0846 x regularly scheduled hours paid per year
21+ Years	.0935 x regularly scheduled hours paid per year

*The District will grandfather old rates for those negatively impacted for the 2021-2022 and 2022-2023 school years.

Longevity pay shall be figured on all regularly scheduled hours, including all paid leaves, but excluding holidays. Employees shall have an option of payment for longevity 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 longevity 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 17.11 Under or Over Payment

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.

Section 17.12 Transfer of Previous Experience

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

Section 17.13 Nurse Certification Reimbursement

Registered Nurses that have acquired a School Nurse Certification from the National Association of School Nurses will be eligible to receive reimbursement of up to \$150 dollars annually for the costs associated with obtaining this certificate. In order to receive reimbursement, eligible employees shall submit documentation of the costs to HR for reimbursement by July 31 of the school fiscal year incurred. This certification is not a requirement of the employee's position.

Section 17.14 Nurse License Reimbursement

The District will reimburse the annual license renewal costs (renewal fee) for District registered nurses to maintain their nursing license, up to a maximum reimbursement of \$120 per year. To receive reimbursement for a given year, employees will need to provide Human Resources with appropriate documentation before July 31.

ARTICLE XVIII

TERM AND SEPARABILITY OF PROVISIONS

Section 18.1 Term of Agreement

The term of this Agreement shall be September 1, 2021 to August 31, 2024.

Section 18.2 Reopening

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

Section 18.3 Provision

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

Section 18.4 Conflicts with State or Federal

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

Section 18.5 Renegotiation

In the event either of the two (2) previous sections is determined to apply to any provision of the Agreement, such provision shall be renegotiated pursuant to Section 18.2.

Section 18.6 No Strike Clause

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

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

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

SIGNATURE PAGE

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

BREMERTON PROFESSIONAL
EDUCATION ASSOCIATION (BPEA) #923

BY: _____
Edward Angelbeck, Chapter Co-President

DATE: _____

BY: _____
Baylee (Bay Leigh) Knight, Chapter Co-President

DATE: _____

BREMERTON SCHOOL DISTRICT
#100-C

BY: _____
Dr. Aaron Leavell Ed.D, Superintendent

DATE: _____

SCHEDULE A

BREMERTON BPEA

Wage Rates by Range for September 1, 2021 – August 31, 2022

Step	1	2	3	4	5	6	7	8	9
Years	1 st -2 nd	3 rd -4 th	5 th -6 th	7 th -8 th	9 th -10 th	11 th -14 th	15 th -19 th	20 th -24 th	25 th +
Range A	\$20.69	\$21.21	\$21.74	\$22.39	\$23.06	\$23.75	\$24.52	\$25.32	\$25.96
Range B	\$20.91	\$21.43	\$21.97	\$22.63	\$23.31	\$24.01	\$24.79	\$25.60	\$26.24
Range C	\$22.10	\$22.65	\$23.22	\$23.91	\$24.63	\$25.37	\$26.20	\$27.04	\$27.72
Range D	\$22.94	\$23.50	\$24.09	\$24.82	\$25.56	\$26.33	\$27.19	\$28.07	\$28.77
Range E	\$23.97	\$24.57	\$25.18	\$25.94	\$26.72	\$27.52	\$28.42	\$29.34	\$30.08
Range F	\$25.36	\$25.99	\$26.64	\$27.44	\$28.27	\$29.11	\$30.06	\$31.04	\$31.81
Range G	\$25.94	\$26.58	\$27.24	\$28.06	\$28.91	\$29.78	\$30.74	\$31.74	\$32.53
Range H	\$31.72	\$32.52	\$33.34	\$34.33	\$35.37	\$36.42	\$37.61	\$38.83	\$39.80
Range I	\$35.33	\$36.40	\$37.49	\$38.61	\$39.76	\$40.97	\$42.30	\$43.67	\$44.76

Wages can be impacted by the following sections if applicable:

- Section 13.5 Educational Incentive
- Section 17.8 Assignment for Medically Fragile

SCHEDULE B

JOB TITLE RANGE PLACEMENT

Range A

Clerical Assistant

Range B

Paraeducator

Paraeducator – CTE

Paraeducator – ELL

Paraeducator – Library Technician

Paraeducator – Integrated Skills Program

Paraeducator - Transition

Range C

Assessment Technician

Case Manager Assistant

Graduation Requirements Specialist

Human Resources Receptionist

Secretary – Activities & Athletics

Secretary – Asst. Principal

Secretary – Attendance

Secretary – Counseling

Secretary – Elementary

Secretary – Highly Capable Program

Secretary – Student Data

Secretary – Special Programs

Secretary – Special Services

Range D

District Parent Volunteer Coordinator

Registrar – Secondary

Routing Specialist

Substitute Facilitator

Technician – WSTSC Bookkeeping

Technician – Health Services

Technician – Special Services

Technician – Student Data

Range E

Benefits Specialist

Office Coordinator – Child Nutrition

Office Coordinator – Facilities

Office Coordinator – Transportation

Technician - Accounting

Range F

District Cashier

District Information Specialist

Office Coordinator – Elementary

Office Coordinator – CTE

Office Coordinator – PreK to 8th

Office Coordinator – Purchasing

Office Coordinator – Secondary

Office Coordinator – Special Programs

Office Coordinator – Special Services

Technician – Accounts Payable

Technician – Payroll

Technician – Technology Services Help Desk

Range G

Administrative Coordinator – WSTSC

District Auditor

Licensed Practical Nurse

Vocational Evaluator

Range H

Interpreter – Hearing Impaired

Specialist – Fiscal

Specialist – Payroll

Range I

Registered Nurse

Appendix A

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.

Appendix B

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” (mentioned in Article XI, Section 11.1) requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

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

SETTLEMENT AGREEMENT

**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 Zaske

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 XVIII, SECTION 18.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The parties agree that:

The Parties Settlement Agreement RE: Posting of Positions, dated October 24, 2013 shall be amended as follows:

Paragraph 3 under Agreements shall be amended to read 45 working days in the second sentence.

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~~ forty-five working 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;

This Letter of Agreement shall become effective upon signing and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU Local 1948

BREMERTON PROFESSIONAL EDUCATION
ASSOCIATION (BPEA) #923
#100-C

BREMERTON SCHOOL DISTRICT

BY: signed by
Edward E Angelbeck, Chapter President

BY: signed by
Aaron Leavell, Superintendent

DATE: November 16, 2018

DATE: November 16, 2018